

**AGREEMENT BETWEEN THE CITY OF COOPER CITY AND INFOSEND, INC**

THIS IS AN AGREEMENT, dated the 12<sup>th</sup> day of April, 2022, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**INFOSEND, INC.**, a water utility billing services provider authorized to do business in the State of Florida, with a business address of **4240 E. La Palma Ave, Anaheim, CA 92807** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1  
PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On Thursday, **January 27, 2022**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Water Utility Bill Printing Services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**ITB 2022-3-UB  
"WATER UTILITY BILL PRINTING SERVICES"**

1.2 On **Thursday, February 24, 2022**, the bids were opened at the offices of the City Clerk.

1.3 On \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

**ARTICLE 2  
SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the **Water Utility Bill Printing Services**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("ITB") in

accordance with the Scope of Services outlined in the specifications, "ITB 2022-3-UB", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

### **ARTICLE 3** **TERM AND TERMINATION**

3.1 The term of this Agreement shall be for three (3) years, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_. This Agreement may be renewed for up to one (1) additional two (2) year terms, subject to the written consent and agreement between the Parties.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

### **ARTICLE 4** **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in the "**PRICING SHEET AS SUBMITTED BY PROPOSER**" in Exhibit "B".



4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

**Infosend, Inc.  
Attn: Russ Alberti  
4240 E. La Palma Ave.  
Anaheim, CA 92807**

#### **ARTICLE 5**

#### **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A"**, to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

#### **ARTICLE 6**

#### **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed

pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## **ARTICLE 7** **INSURANCE**

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized



to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 45-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Contractor shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Contractor shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

The City shall be named as an Additional Insured on all policies with the exception of Workers' Compensation. The City, its officials, employees, and volunteers are to be covered as an additional insured— with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Insurance. The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, agents and volunteers for all losses or damages.

**Prior to the execution of this agreement, Contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance reflecting the same insurance coverage for all subcontractors utilized by Contractor pursuant to this agreement.**

#### 7.1.1 REQUIRED INSURANCE

7.1.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.1.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- |                           |            |  |
|---------------------------|------------|--|
| 1. Workers' Compensation: | Coverage A | Statutory  |
| 2. Employers Liability:   | Coverage B | \$500,000 Each Accident<br>\$500,000 Disease – Policy Limit<br>\$500,000 Disease – Each Employee |

7.1.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.1.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.1.5 Sexual Abuse may not be excluded from any policy.

**7.2 REQUIRED INSURANCE ENDORSEMENTS**

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 45-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.



CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

## **ARTICLE 8** **INDEPENDENT CONTRACTOR**

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 9** **VENUE**

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

## **ARTICLE 10** **PUBLIC RECORDS**

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK  
9090 S.W. 50<sup>th</sup> PLACE  
COOPER CITY, FL 33328  
(954) 434-4300  
[PRR@CooperCityFL.org](mailto:PRR@CooperCityFL.org)**

**ARTICLE 11  
FEMA REQUIREMENTS – NOT APPLICABLE FOR THIS AGREEMENT**

**ARTICLE 12  
SCRUTINIZED COMPANIES – 287.135 AND 215.473**

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**ARTICLE 13**



## E-VERIFY

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

(ii) All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

(iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

## **ARTICLE 14** **MISCELLANEOUS**

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute

an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY                    Joseph Napoli  
                              City Manager  
                              City of Cooper City  
                              9090 S.W. 50<sup>th</sup> Place  
                              Cooper City, Florida 33328  
                              Telephone No.           (954) 434-4300

Copy To:                Jacob G. Horowitz, City Attorney  
                              Goren, Cherof, Doody & Ezrol, P.A.  
                              3099 East Commercial Boulevard, Suite 200  
                              Fort Lauderdale, Florida 33308  
                              Telephone No.           (954) 771-4500  
                              Facsimile No.           (954) 771-4923

Contractor            **Infosend, Inc.**  
                              **4240 E. La Palma Ave.**  
                              **Anaheim, CA 92807**  
                              **E-mail: marty.b@infosend.com**  
                              **Telephone No: (800) 955-9330**

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.



14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

**Infosend, Inc.**

By: Roxana Weil  
Name: Roxana Weil  
Title: EVP

STATE OF CA  
COUNTY OF orange

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of **Infosend, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Infosend, Inc.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

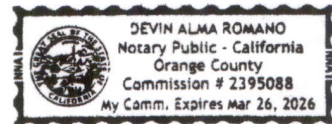
On April 12, 2022 before me, Devin Alma Romano, Notary Public  
(insert name and title of the officer)

personally appeared Roxana Rezai Weil,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Devin Alma Romano (Seal)





**CITY OF COOPER CITY, FLORIDA**

# Invitation to Bid

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## **WATER UTILITY BILL PRINTING SERVICES ITB 2022-3-UB**

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For information, contact the Purchasing Division:

The Purchasing Division  
954-433-4300 Ext. # 268  
[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

Release Date: Thursday, January 27, 2022  
Due Date: Thursday, February 24, 2022



**CITY OF COOPER CITY  
NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** that the City of Cooper City, Florida, will be accepting sealed bids until 3:00PM (EST) on Thursday, February 24, 2022 from qualified vendors who are capable to provide water utility bill printing and mailing services. Bidders shall comply with the terms, conditions, and specifications contained in this solicitation. The awarded vendor shall provide labor, materials, insurance, and incidentals for the project to the City of Cooper City.

**WATER UTILITY BILL PRINTING SERVICES  
ITB 2022-3-UB**

The detailed Invitation to Bid (ITB) shall be obtained online at [www.DemandStar.com](http://www.DemandStar.com).

Bids must be received in the City Clerk's Office located in City Hall, 9090 Southwest 50<sup>th</sup> Place, Cooper City, Florida 33328 no later than 3:00PM (EST), Thursday, February 24, 2022. **The outside of the envelope or box must be clearly marked "ITB 2022-3-UB, WATER UTILITY BILL PRINTING SERVICES" and shall contain one (1) identified, unbound original, two (2) copies and one (1) electronic copy (flash drive) of your bid.**

Questions and requests for information relative to this ITB shall be directed to the Purchasing Division at [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org).

The City Commission of the City of Cooper City reserves the right, for any reason, to reject any and all bids/bids and to make awards in the best interest of the City.

A Cone of Silence is hereby imposed prohibiting communication regarding this Invitation to Bid between a potential vendor, service provider, bidder, lobbyist, or; consultant and the City Commissioners, City's professional staff including, but not limited to, the City Manager and staff, any member of the City's selection or evaluation committee. For further information about the Cone of Silence, please contact the City's Attorney.

CITY OF COOPER CITY  
City Clerk's Office

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Please publish one (1) time on:

Thursday, January 27, 2022

Please send invoice and proof of publication to:

Tedra Allen, City Clerk  
City of Cooper City  
9090 SW 50 Place  
Cooper City, FL 33328  
[Tallen@CooperCityFL.org](mailto:Tallen@CooperCityFL.org)

## SECTION I – INTRODUCTION AND INFORMATION

*This solicitation may include the words "bid", "proposal" and "offer". These words are used interchangeably in reference to all offers submitted by prospective respondents in response to Requests for Quotes, Requests for Qualifications, Requests for Proposals and Invitations to Bid.*

### 1.1 PURPOSE

The City of Cooper City (the "City") will receive sealed bids on the date and time specified below from vendors capable of Utility Bill Printing and Mailing Services, which is comprised of design services, data processing, presorting, printing, folding, inserting, metering and mailings. The awarded vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. The City of Cooper City. Bidders shall comply with the terms, conditions, and specifications contained in this solicitation. The awarded vendor shall provide labor, materials, insurance, and incidentals for the service to the City of Cooper City.

### 1.2 DUE DATE & SUBMITTALS

**1.2.1** All bids are due no later than 3:00PM (EST), Thursday, February 24, 2022, to the Office of the City Clerk located at 9090 SW 50th Place, Cooper City, FL 33328. Bids shall be opened and publicly read in the Commission Chambers, on the date and at the time specified.

**1.2.2** Original copy of Bid Form as well as any other pertinent documents must be returned in order for the bid to be considered for award. All bids are subject to the conditions specified herein and on the attached General Conditions, Technical Specifications and Bid Form. The City encourages early submittal of bids.

**1.2.3** The completed, signed bid must be submitted in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID TITLE**. Bids mistakenly opened by City staff, due to failure of the Bidder to correctly identify the package, will be rejected. Telegraphic, facsimile and email bids will not be accepted.

**1.2.4** Bids received after the closing time and date, for any reason whatsoever, will not be considered. All bids received after that time will not be accepted and shall be returned to the Bidder. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City. Late bids will be rejected.

### 1.3 PRE-BID MEETING - NONE

### 1.4 ELIGIBILITY AND COMPETENCY OF BIDDERS

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they, or the principals assigned to the project, have successfully completed services, as specified in the Scope of Services/Technical Specifications section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work.

### 1.5 CONTRACT TERM

**1.5.1** The contract shall be for an initial period of three (3) years commencing the date awarded by City Commission or City Manager, in accordance with the Procurement Code. The contract may be extended for one (1) additional two (2) year term under the same terms and conditions, if mutually agreed in writing by both parties.

**1.5.2** Prior to extending any contract, and in exercising its discretion in its extension rights, the City shall review the Contractor's past performance, record of complaints, and compliance with the contract terms.

**1.5.3** The form and legal sufficiency of the Contract shall be subject to the approval of the City Attorney.

### 1.6 SUPPLY/DELIVERY LOCATION

The City of Cooper City in Broward County, Florida.



### **1.7 PRICE**

It is requested that bidders quote fixed prices that will be guaranteed to the City for a period of 120-days, commencing on the bid submittal due date. Bidder acknowledges that, in certain circumstances, the City may require this amount of time to evaluate and award a bid.

### **1.8 PRICES SHALL BE FIXED WITH ADJUSTMENTS ALLOWED**

Bidder's prices shall remain fixed and firm for the initial period of three (3) years of the contract. Request for price adjustment shall be requested by the awarded bidder one-hundred and twenty (120) to one-hundred (180) days after the start of year two (2). The City may consider price adjustment, upward or downward, based on the most recent six (6) month Produce Price Index (PPI) report for WPU09130120, Pulp, paper, and allied products Printing paper, coated at establishments other than where the paper was produced Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics. It is the bidder's responsibility to request any pricing adjustment under this provision. If no price increase has been requested, the City will assume that the bidder has agreed to continue under the same price allowed in the current term. Any adjustment request received after the commencement of a new annual period may not be considered.

### **1.9 METHOD OF AWARD**

**1.9.1** Award to this contract will be made to the lowest, responsible bidder's total for Monthly Fees. Bidders must bid on all line items to be considered for award. The bidder's prices will be determined by multiplying the estimated quantity by the unit price per item and then totaling the resultant amount for all items. If a bidder fails to submit an offer for all items, the offer may be rejected. Tie Bids will be decided as described in the General Conditions.

**1.9.2** Bidder must provide grand total per year price listed on Bid Form to qualify for award of the contract.

**1.9.3** The City reserves the right to reject all bids or any portion of any bid the City deems necessary for the best interest of the City, to accept any item or group of items unless qualified by the Bidder, to acquire additional quantities at prices quoted on the Bid Form unless additional quantities are not acceptable, in which case the Bid Form must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and the City Code.

**1.9.4** Bid prices should be submitted with the understanding that the City is not authorized to pay service charges, which may be imposed due to the late payment of an invoice, which has become delinquent.

**1.9.5** The City shall award a contract to a Bidder through action taken by the City Commission of the City of Cooper City (the "City Commission") at a duly authorized meeting.

**1.9.6** The General Terms and Conditions, the Special Conditions, the Technical Specifications, the Bidder's Proposal, the Contract referenced and the Work Authorizations are collectively an integral part of the contract between the City and the successful Bidder.

**1.9.7** While the City Commission may determine to award a contract to a Bidder(s) under this Solicitation, said award may be conditional on the subsequent submission of other documents as specified in the Bid Form of this solicitation. The Bidder shall be in default of the contractual obligations if any of these documents are not submitted in a timely manner and in the form(s) required by the City. If the Bidder is in default, the City, through the Purchasing Division, will void its acceptance of the Bidder's offer and may determine to accept the offer from the second most responsive, responsible Bidder or re-solicit Bids. The City may, at its sole option, seek monetary restitution from the Bidder as a result of damages or excess costs sustained and/or may prohibit the Bidder from submitting future Bids for a period of one year.

**1.9.8** The City reserves the right to automatically extend the contract for a maximum period not to exceed one-hundred and eighty (180) calendar days, in order to provide City departments with continual service and supplies while a new contract is being solicited, evaluated and/or awarded. If this right is exercised, the City shall notify the Bidder, in writing, of its intent to extend the contract for a definitive period of time prior to the effective date of the extension. By affixing its authorized signature to this Bid Form, the Bidder hereby acknowledges and agrees to this right of the City.

### **1.10 INVOICES/PAYMENT**

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

In accordance with Florida Statute 255.078, for contracts for construction services, Cooper City will withhold 10% retainage on each progress payment until all work is 50% complete. Once 50% complete, the rate of retainage shall be reduced to 5%. Retainage is calculated on the total contract cost which includes any change orders pre-approved by the City.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed MONTHLY to [AccountsPayable@CooperCityFL.org](mailto:AccountsPayable@CooperCityFL.org), or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

#### **1.11 INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact the Purchasing Division via email [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org). Such contact shall be for clarification purposes only. Material changes, if any, to the Scope of Services or bidding procedures will only be transmitted by written addendum.

All questions must be submitted in writing. Questions of a material nature must be received prior to the cut-off date specified in the Bid Schedule. No part of your bid can be submitted via fax or e-mail.

#### **1.12 WRITTEN CONTRACT**

The awarded Bidder/Proposer shall be required to enter into a written Contract with the City, The Contract form shall be prepared by the City and shall incorporate the terms of this solicitation, the accepted Bid, and include a termination for convenience clause, liquidated damages clause and other terms which may be required by the City and acceptable by the City Commissioners. The Contract shall be substantially in the form attached to this solicitation. No work shall be performed or payment due unless a written Contract is fully executed and approved by the City Commissioners.

#### **1.13 OPTIONAL CONTRACT USAGE/PIGGYBACK STATEMENT – SITE SPECIFIC, NOT REQUIRED FOR THIS BID**

Contractor is requested to indicate on the Bid if they will extend the pricing, terms and conditions of this bid to other government agencies, if the Contractor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City. Minor changes in terms and conditions may be negotiated by participating agencies following the award of this contract.

**[END OF SECTION]**



**SECTION II – SOLICITATION SCHEDULE**

<b>Item</b>	<b>Date</b>
Release Bid	Thursday, January 27, 2022
Last Date for Receipt of Questions of a Material Nature	Thursday, February 17, 2022
<b>BIDS DUE (Prior to 3:00PM EST)</b>	Thursday, February 24, 2022
Recommendation of Award issued to City Commission	TBD
Anticipated Award of Contract by City Commission	TBD

[END OF SECTION]

## SECTION III - GENERAL CONDITIONS

*These instructions are standard for all contracts for commodities or services issued through the City of Cooper City Finance Department - Purchasing Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Conditions, Technical Specifications, Instructions, Bid Pages, Addenda, and Legal Advertisement.*

### 3.0 SPECIAL CONDITIONS

Any and all Special Conditions that may vary from these General Conditions shall have precedence.

### 3.1 BID TABULATIONS

Bidders desiring a copy of the bid tabulation may obtain one online at DemandStar.com.

### 3.2 NO BID

If not submitting a bid, please respond by returning a statement indicating your reason. Repeated failure to respond without sufficient justification shall be cause for removal of a supplier's name from the bid mailing list. NOTE: In order to qualify as a respondent, a Bidder shall submit a "no bid" and same shall be received no later than the stated bid opening date and hour.

### 3.3 BILLING INSTRUCTIONS

Invoices, unless otherwise indicated, shall show any applicable purchase order number, Work Authorization, and respective Bid number and shall be submitted to the Accounts Payable division of Finance located at 9090 SW 50 Place, Cooper City, FL 33328, with the requesting Department labeled on the mailing envelope. Invoices may be emailed to AccountsPayable@CooperCityFL.org.

### 3.4 TAXES

The City is exempt from Federal Excise and State taxes. The applicable tax exemption number shall be printed on the Work Authorization, Purchase Order, or other authorizing City Document.

### 3.5 EQUIVALENTS

If Bidder offers makes of equipment or brands of supplies other than those specified in the Invitation to Bid, they shall so indicate on their bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed the minimum quality standards listed in the specifications.

Bidder shall indicate on the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. OTHER THAN SPECIFIED ITEMS OFFERED REQUIRES COMPLETE DESCRIPTIVE TECHNICAL LITERATURE MARKED TO INDICATE DETAIL(S) CONFORMANCE WITH SPECIFICATIONS AND SHALL BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS DATA.

Lacking any written indication of intent to quote an alternate brand or model number, the bid shall be considered as a bid in complete compliance with the specifications as listed on the attached form.

### 3.6 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so shall be at the Bidder's risk. In the case of a discrepancy in computing the total amount of the bid, the UNIT PRICE quoted shall govern.

### 3.7 CONDITIONS AND PACKAGING



It is understood and agreed that any item offered or shipped as a result of this bid shall be latest and most current production model at the time of this bid. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

### **3.8 QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid shall be new, the latest model, of the best quality, and highest grade workmanship.

### **3.9 CANCELLATION**

In the event that any of the provisions of this bid are violated by the contractor, the Purchasing Division shall give written notice to the contractor stating the deficiencies and unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Commission for immediate cancellation. The City Commission reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party and may provide for additional rights and remedies pursuant to Section 3.38/3.39. The City Commission may delegate this authority to the City Manager.

### **3.10 PROTESTS, APPEALS AND DISPUTES**

Protests shall be submitted in writing to the Purchasing Division no later than five (5) working days prior to scheduled award by the City. Should the matter not be resolved to the satisfaction of the Bidder, the appeal shall be heard by the City Commission. The Purchasing Division shall act as the City's representative, in the issuance and administration of all contracts, and shall issue and receive all documents, notices, and all correspondence relating to the bidding process. All costs accruing from a Bid or award challenge shall be assumed by the challenger. The decision of the City Commission shall be final and conclusive. The City Commission's decision shall be binding on all parties concerned, subject to review only on the grounds that it constitutes arbitrary action, in a court of competent jurisdiction in Broward County in accordance with laws of the State of Florida.

### **3.11 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT**

If the Bidder is awarded a contract under this bid solicitation, the prices quoted by the Bidder on the Bid Form shall remain fixed and firm during the term of the contract; provided however, that the Bidder may offer incentive discounts from the fixed price to the City at any time during the contractual term. Price adjustments may be allowed on multi-year term contracts (See Section 1.7 for details).

### **3.12 COMPLETE PROJECT REQUIRED**

Contractor shall complete the work outlined in the Scope of Work as well as any future Work Authorizations. Completed work shall meet all specifications identified therein. Failure to list any item or classes under the Scope of Work shall not relieve the contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary for the satisfactory completion of the project

### **3.13 PRICES QUOTED**

Bidder shall deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices shall be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices shall be F.O.B. / C.I.F. destination, freight prepaid (unless otherwise stated in special conditions). Award, if made, shall be in accordance with terms and conditions stated herein. Each item shall be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).

### **3.14 UNDERWRITERS' LABORATORIES (the "UL")**

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination listing where such has been established by UL for the item(s) offered and furnished.

### **3.15 NON-CONFORMANCE TO CONTRACT CONDITIONS**

Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or Purchase order or Work Authorization may be purchased on the open market with any increase in cost charged to the Bidder. Any violation of these stipulations may also result in:

- a. Vendor's name being removed from the vendor list;
- b. All City Departments being advised not to do business with vendor.

### **3.16 DISPUTES**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City shall be final and binding on both parties.

### **3.17 LEGAL REQUIREMENTS**

Federal, state, county and city laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

### **3.18 PATENTS AND ROYALTIES**

The Bidder, without exception, shall indemnify and hold harmless the City of Cooper City, Florida and its employees from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Cooper City, Florida. If the Bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

### **3.19 OSHA**

The Bidder warrants that the product supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract. Any fines levied because of inadequacies to comply with these requirements shall be borne solely by the Bidder responsible for same.

### **3.20 ANTI-DISCRIMINATION**

The Bidder certifies that he/she is in compliance with the non-discrimination clause contained in Florida State Statute Section 202, Executive Order 11246, as amended by Executive Order 11375 and applicable laws relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

### **3.21 DEFAULT**

In the event of default on a contract, the Contractor shall pay all attorneys' fees and court costs incurred by City in collecting any liquidated damages. The City further reserves the right to retain any bonds issued with the Bid.

### **3.22 SUBSTITUTIONS**

The City SHALL NOT accept substitute shipments of any kind. Bidder(s) is expected to furnish the brand quoted in their bid once awarded. Any substitute shipments shall be returned at the Bidder's expense.

### **3.23 BIDDER'S FACILITIES**

The City reserves the right to conduct site visits to Contractor's business location(s) at any time with prior notice and/or may request that Contractor participate in live presentations. The selection of a Contractor may be based wholly or in part upon the results of site visits or live presentations.

### **3.24 DISCLAIMER**

The City may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities of or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City's requirements shall not be considered. After all bids are analyzed, organizations submitting bids that appear, solely in the opinion of the City, to be the most competitive, shall be submitted to the City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the bid, which is, in the sole opinion of the City Commission, in the best interest of the City. The issuance of this bid constitutes only an invitation to make presentations to the City. The City reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City shall have no liability to any contractor for any costs or expense, incurred in connection with this bid or otherwise.

### **3.25 EVIDENCE**

The submission of a Bid shall be prima facie evidence that the Contractor is familiar with and agrees to comply with the contents of this Bid.

### **3.26 DEMONSTRATION OF COMPETENCY**

**3.26.1** Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids shall only be considered from firms, which are regularly engaged in the business of providing the goods and/or services as described in this Bid. Bidders shall be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to insure that they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City.

**3.26.2** The City shall consider any available evidence regarding the financial and technical qualifications and abilities of a Bidder as well as past performance (experience) with the City and any and all other evidence the City deems pertinent in making the award in the best interest of the City.

**3.26.3** The City may require Bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated representative. Any conflicts between this material information provided by the source of supply and the information contained in the Bidder's Bid may render the Bid non-responsive.

**3.26.4** The City may, during the term of the Contract between the City and the Contractor is in force, review the Contractor's record of performance to insure that the Bidder is continuing to provide sufficient financial support, equipment and organization as prescribed in this Solicitation. Irrespective of the Contractor's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the term of the Contract in order to comply with this demonstration of competency section.

### **3.27 ASSIGNMENT**

The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or their or its power to execute such contract to any person, company or corporation without prior written consent of the City.

### **3.28 INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Bidder and persons employed or utilized by the Bidder in the performance of the Contract.

### **3.29 NON-EXCLUSIVE**

The City retains the right to procure services from other providers.

### **3.30 SUNSHINE LAW**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Bid, Bidder acknowledges that the materials submitted with the Bid and the results of the City evaluation are open to public inspection upon proper request. Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

### **3.31 FORCE MAJEURE**

The performance of any act by the City or Contractor hereunder may be delayed or suspended at any time where either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond



the reasonable control of such party. However, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement resulting from the Bid.

### **3.32 COLLUSION**

By offering a submission pursuant to this Invitation to Bid, the Bidder certifies the Bidder has not divulged, discussed, or compared their Bid with other Bidders and has not colluded with any other Bidder or parties to this Bid whatsoever. The Bidder certifies, and in the case of a joint bid, each party thereto certifies, as to their own organization, that in connection with this Bid:

**3.32.1** Any prices and/or cost data submitted have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Bidder or with any competitor.

**3.32.2** Any prices and/or cost data quoted for this Bid have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the scheduled opening, directly or indirectly to any other Bidder or to any competitor.

**3.32.3** No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.

**3.32.4** The only person or persons interested in this Bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into.

**3.32.5** No person or agency has been employed or retained to solicit or secure the award of the bid upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except for bona fide employees maintained by the Bidder.

### **3.33 CONE OF SILENCE**

- A. Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding this Invitation to Bid/Invitation to Bid between:
- i. a potential vendor, service provider, Bidder, lobbyist, or consultant, and;
  - ii. the City Commissioners, City's professional staff including, but not limited to, the City Manager and staff, any member of the City's selection or evaluation committee.
- B. Restriction; Notice: A Cone of Silence shall be imposed upon each solicitation after its advertisement. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. Additional notice thereof shall be provided to the affected departments, and to each City Commissioner. The City may include a statement disclosing the requirements of this section in any public solicitation for goods or services.
- C. Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether regular or special meeting) at which the City Manager makes a written recommendation to the City Commission for the award of the Contract. However, if the City Commission refers back to the City Manager or staff for further information, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- i. Oral communications at pre-solicitation meetings;
- ii. Oral presentations before selection or evaluation committees;
- iii. Public presentations made to the City Commissioners during any duly noticed public meeting; Communications in writing at any time with any City employee, unless specifically prohibited by the applicable solicitation documents; in which case the Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;

- iv. Communications regarding a particular solicitation between potential vendor, service provider, Bidder, lobbyist or consultant and the City's Purchasing Division or City employee designated responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
- D. Penalties: Violation of this section by a particular Bidder shall render any award to said Bidder potentially void by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a City employee may subject said employee to disciplinary action.
- E. Clarification: Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

### **3.34 ELIGIBILITY**

All agents, employees and subcontractors of the Bidder retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility.

### **3.35 TIE BIDS/PREFERENCE**

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

**3.35.1** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.

**3.35.2** Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

**3.35.3** Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).

**3.35.4** In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo-contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

**3.35.5** Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such program is available in the employee's community, by any employee who is so convicted.

**3.35.6** Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

### **3.36 SPOT MARKET PRICING: N/A**

### **3.37 PROPERTY**

Property owned by the City is the responsibility of the City. Such property furnished to a Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Contractor shall be the responsibility of the Contractor. Damages occurring to such property while in route to the City shall be the responsibility of the Contractor. In the event that such property is destroyed or declared a total loss, the Contractor shall be responsible for replacement value of the property at the current market value, less depreciation of the property if any.

### **3.38 TERMINATION FOR DEFAULT**

If Contractor defaults in its performance under the Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate the Contract, in whole or in part, upon written notice without penalty to the City. In such event the Contractor shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Contractor was not in default or (2) the Contractor's failure to perform is without them or their subcontractor's control, fault or negligence, the termination will be deemed to be a termination for convenience of the City under Section 3.39.

### **3.39 TERMINATION FOR CONVENIENCE**

The City Manager may terminate the Contract in whole or in part upon 30-days prior written notice, when it is in the best interest of the City. If the Contract is for supplies, products, equipment or software, and is terminated for convenience by the City, the Contractor will be compensated in accordance with an agreed upon adjustment of cost. To the extent that the Contract is for services and so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

### **3.40 CONFIDENTIALITY**

As a political subdivision, the City is subject to the Florida Sunshine Act and Public Records Law. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

### **3.41 GOVERNING LAW AND VENUE**

The validity and effect of this Contract shall be governed by the laws of the State of Florida. The parties agree that any action, mediation or arbitration arising out of this Contract shall take place in Broward County, Florida.

### **3.42 NO PARTNERSHIP OR JOINT VENTURE**

Nothing contained in this Bid or the resulting Contract will be deemed or construed to create a partnership or joint venture between the City and Contractor, or to create any other similar relationship between the parties.

### **3.43 AUDITS**

The City shall have access to all books, records, and documents of the Contractor which directly relate to the work to be performed for the purpose of inspection and auditing upon reasonable written notice during normal business hours at the office of the Contractor or at some location mutually agreed upon by the City and the Contractor.

### **3.44 PUBLIC RECORDS:**

- A. Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.



- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.
- G. In accordance with Section 119.0701(1)(a), Florida Statutes, **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT CUSTODIAN OF PUBLIC RECORDS:**

TEDRA ALLEN / CITY CLERK  
CITY OF COOPER CITY  
9090 SW 50 PLACE  
COOPER CITY, FL 33328  
[PRR@COOPERCITYFL.ORG](mailto:PRR@COOPERCITYFL.ORG)

**3.45 SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**3.46 E-VERIFY**

- A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- (i) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
  - (ii) All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
  - (iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

**[END OF SECTION]**

## SECTION IV – SPECIAL CONDITIONS

### 4.1 GENERAL CONDITIONS

The General Conditions shown above (Section III) are modified as follows.

### 4.2 TIME OF COMPLETION

Time is a very important factor in the performance of this work. The time for final completion and readiness for final payment are to be set forth in the bid and shall become part of the contract documents. Violation may void the contract, and/or preclude the contractor from bidding additional projects for the City, until such time that the work has been satisfactorily completed and inspected.

### 4.3 INSURANCE

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 45-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Contractor shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Contractor shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

**Prior to the execution of this agreement, Contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent**

**contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance reflecting the same insurance coverage for all subcontractors utilized by Contractor pursuant to this agreement.**

#### **4.3.1 REQUIRED INSURANCE**

Prior to Award and in any event prior to commencing work, the Successful Proposer shall provide City with certified copies of all insurance policies providing coverage as required. The awarded vendor shall maintain insurance coverage against claims relating to any act or omission by Successful Proposer, its agents, representatives, employees, or Subcontractor in connection with the Contract. City reserves the right at any time to review and adjust the limits and types of coverage required.

**4.3.1.1 Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

**4.3.1.2 Worker's Compensation and Employers Liability Insurance** covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- |                           |            |  |
|---------------------------|------------|--|
| 1. Workers' Compensation: | Coverage A | Statutory  |
| 2. Employers Liability:   | Coverage B | \$500,000 Each Accident<br>\$500,000 Disease – Policy Limit<br>\$500,000 Disease – Each Employee |

Proof of Workers Compensation Insurance or Exemption shall be provided, as described in Attachment H.

**4.3.1.3 Comprehensive Auto Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

#### **4.3.2 REQUIRED INSURANCE ENDORSEMENTS**



1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 45-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

**4.3.3 PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)** - Contractor shall provide coverage for all claims arising out of the services performed with limits not less than \$1,000,000.00 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. The Proposer shall either require of its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Proposer's own policies. Sexual Abuse may not be excluded from any policy.

**4.3.4 BUILDER'S RISK INSURANCE - NOT REQUIRED FOR THIS SOLICITATION** - The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering the City, as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim and the Contractor specifically agrees to pay all deductibles. The Policy must provide that the Builder's Risk coverage will continue to apply until final acceptance of the Project by City.

The Contractor must submit, prior to commencement of any work, a Certificate of Insurance showing the City of Cooper City as additional insured for the insurance required in sections 4.3.1.

The Contractor shall either require its Subcontractors to procure and to maintain Subcontractor's Comprehensive General Insurance and Automobile Liability Insurance of the type and in the same amounts specified above or insure the activities of its Subcontractors in the Contractor's own policies.

#### **4.4 PERMITS, FEES AND NOTICES**

**4.4.1** The City shall pay all CITY OF COOPER CITY'S PERMIT FEES required to complete the project; however, the Successful Proposer shall secure and be responsible for obtaining any and all permits and licenses necessary for the proper execution and completion of the work. The Successful Proposer shall use their best efforts to obtain all necessary permits as soon as possible after the date of Contract award. Any delays in obtaining permits must be brought to the attention of the Purchasing Division and using department without delay.

**4.4.2** The Successful proposer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. The CITY shall not be responsible for monitoring the Successful Proposer's compliance with any laws or regulations.

**4.4.3** The Successful proposer shall secure, complete and file with the Clerk of Courts of Broward County, a Certified Notice of Commencement required per chapter 96-838, Laws of Florida. This notice must be on file with the City of Cooper City Building Department, and be displayed on the job site prior to the first inspection.

#### **4.5 BONDS – NOT REQUIRED FOR THIS BID**

**4.5.1 PUBLIC CONSTRUCTION BOND – NOT REQUIRED FOR THIS BID**, the City will require a 100% Public Construction Bond.

Three methods of bonds are acceptable:

- 1) A Surety Bond written by a surety company authorized to do business in the State of Florida. Surety bonds shall comply with Section 287.0935; Florida Statutes;
- 2) An Irrevocable Letter of Credit (ILC) issued by a bank located in Broward County. The ILC shall be in the total amount of the contract and shall clearly state that it cannot be revoked until express written approval has been given by the City. The City, to draw on same, must give written notice to the bank, with a copy to the successful Bidder.
- 3) A Cashier's Check made payable to the City of Cooper City. Cashier's Check will be deposited into an escrow account for the term of the project and refunded to Contractor only upon satisfactory completion of each task order.

#### **4.5.2 BID BOND – NOT REQUIRED FOR THIS BID**

Bids **MUST** be accompanied by a Bid security made payable to the City in an amount equal to five percent (5%) of the Bidder's maximum Bid price and in the form of a certified check, bank money order, or a Bid Bond issued by an authorized surety.

The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security (Public Construction Bond) and met the other conditions of the Notice of Award, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required security within 15 days of the issuance of the Notice of Award, the City may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder shall be forfeited. Such forfeiture shall be City's exclusive remedy if Bidder defaults. The Bid security of Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective date of the Agreement or 61 days after the Bid opening, whereupon the Bid security furnished by such Bidders will be returned.

The Bid security of Bidders whom the City believes do not have a reasonable chance of receiving the award will be returned within 21 days after the award.

#### **4.6 VARIANCES**

While the City allows Contractors to take variances to the solicitation terms, conditions, and specifications, the number and extent of variances taken shall be considered in determining bid responsiveness and in allocating bid evaluation points.

#### **4.7 INDEPENDENT CONTRACTOR**

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

#### **4.8 SELLING, TRANSFERRING OR ASSIGNING CONTRACT**

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Attorney, or City Attorney's designee.

#### **4.9 SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract shall be available for the entire contract term. In the event the Contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

#### **4.10 DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

#### **4.11 CONTRACTORS' COSTS**

The City shall not be liable for any costs incurred by bidders in responding to this solicitation.

#### **4.12 INVOICES/PAYMENT**

Invoices documenting completed work shall be submitted at the completion of each request for work and must contain detailed information including the location and amount of work performed. Contractor shall submit an exact listing of completed work with submission of invoice for payment.

Every effort will be made by the City to remit payment within 30 days of the invoice date, after satisfactory inspection by the using department. BIDDERS WILL NOT BE PERMITTED TO PICK UP CHECKS FROM THE CITY. ALL CHECKS WILL BE MAILED TO THE VENDOR'S REMIT TO ADDRESS ON FILE.

Invoices shall be emailed to [AccountsPayable@CooperCityFL.org](mailto:AccountsPayable@CooperCityFL.org), or sent via US Mail to City of Cooper City, 9090 SW 50 Place, Cooper City, FL 33328. All invoices must reference the applicable Work Authorization and/or Bid number.

The City shall accept original invoices no more frequently than once per month. Each invoice shall fully detail the hourly costs and all related costs and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project. The City will endeavor to make payment on a correct invoice within thirty (30) days after receipt of an invoice acceptable to the City. If, at any time during the contract, the City shall not approve or accept the contractor's work product, and agreement cannot be reached between the City and the contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, and the percentage of work completed.

#### **4.13 DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion. If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor shall submit a revised budget to the City for approval prior to proceeding with the work.

#### **4.14 REQUESTS FOR MODIFICATION**

The City reserves the right to request that the Bidder modify their bid to more fully meet the needs of the City.

#### **4.15 BID ACKNOWLEDGMENT**

By submitting a bid, the bidder certifies that they have fully read and understands the bid method and has full knowledge of the scope, nature, and quality of work to be performed.

#### **4.16 REQUESTS FOR ADDITIONAL INFORMATION BY CITY**

The bidder shall furnish such additional information as the City may reasonably require. This includes information, which indicates financial resources as well as ability to provide the product(s) and/or services. The City reserves the right to make investigations of the qualifications of the bidder as it deems appropriate, including but not limited to, a background investigation conducted by the Broward Sheriff's Office.

#### **4.17 ACCEPTANCE/REJECTION/MODIFICATION TO BIDS**

The City reserves the right to negotiate modifications to bids that it deems acceptable, reject any and all bids, and to waive minor irregularities in the bids.



#### **4.18 ALTERNATE BIDS**

An alternate bid is viewed by the City as a bid describing an approach to accomplishing the requirements of the Request for Bid which differs from the approach set forth in the solicitation.

An alternate bid may also be a second bid submitted by the same bidder which differs in some degree from its basic or prime bid.

Alternate bids may be in the area of technical approach, or other provisions or requirements of the solicitation.

The City shall, during the initial evaluation process, consider all alternate bids submitted.

#### **4.19 ADDENDUM OR AMENDMENT TO REQUEST FOR BID**

If it becomes necessary to revise or amend any part of this Request for Bid, the City's Purchasing Division shall furnish the revision by written Addendum and will place it on the City's website.

#### **4.20 PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all bidders should be aware that Invitation to Bid and the responses are in the public domain. However, the bidders are required to *identify specifically* any information contained in their bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

All bids received from bidders in response to this Request for Bid will become the property of the City and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the City.

#### **4.21 RECORDS RETENTION**

The Contractor awarded this contract shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract resulting from this solicitation. All records, documents and information collected and/or maintained by others in the course of the administration of the agreement shall be transferred to electronic data storage media and copies given to the City to retain for its use. This information shall be made accessible at the awardees place of business to the City, including the Comptroller's Office and/or its designees, for purposes of inspection, reproduction and audit without restriction.

#### **4.22 CONTRACT DOCUMENT**

The entire contents of this Invitation to Bid, along with the Bidder's Bid and any subsequent Work Authorizations or change orders, are collectively an integral part of the contract between the City and the Contractor.

#### **4.23 PERFORMANCE STANDARDS**

If it is determined that the Contractor did not perform the work and/or does not comply with the specifications after inspection has been made by the City's Designee, one of the following actions will be taken, if Contractor has not corrected the deficiencies within 24 hours of notification by City's designee:

- i. The Contractor's invoice will be deducted by the amount bid for the deficient location, **OR**;
- ii. The Contractor will be billed, or have deducted, the total cost of labor, materials and equipment required for the City or another Contractor to perform the work due.

#### **4.24 LIQUIDATED DAMAGES – NOT REQUIRED FOR THIS BID**

Liquidated damages of \$500 per day will be deducted from the contract sum for the unit cost of service for each calendar day elapsing beyond the specified time for completion without prior approval for an extension from the City's Designee.

#### **4.25 FEMA REQUIREMENTS – NOT REQUIRED FOR THIS BID**

Any reference made to CONTRACTOR in this section shall also apply to any Subcontractor under the terms of this Contract. CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

**4.25.1** CONTRACTOR shall assist CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of the services provided pursuant to this Agreement. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

**4.25.2** If reimbursement is denied to CITY due to CONTRACTOR's negligence collecting or removing debris, completing project worksheets and load tickets, or documenting work performed, CONTRACTOR upon notification from FEMA or the Florida Division of Emergency Management of such denial and upon written demand by the CITY, shall reimburse CITY for amounts denied due to CONTRACTOR's negligence. This obligation shall survive the term or termination of this Agreement.

**4.25.3** Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the following federally required standard provisions, as set forth in 2 C.F.R. Sec.200.326 and 2 C.F.R. Part 200. In the event of any conflicts, the provisions of this section shall prevail.

**4.25.3.1** Equal Employment Opportunity: During the performance of this contract, CONTRACTOR agrees as follows:

(1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

(4) CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246

of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) CONTRACTOR will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**4.25.3.2 Davis-Bacon Act:** Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**4.25.3.3 Copeland "Anti-Kickback" Act:** CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act, ( 40 U.S.C. 3145), as supplemented by Department of Labor regulations ( 29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

**4.25.3.4 Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701- 3708). Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations ( 29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which they are employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1)

through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

**4.25.3.5 Clean Air Act:** Pursuant to 42 U.S.C. 7401- 7671q. and the Federal Water Pollution Control Act ( 33 U.S.C. 1251- 1387), as amended CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( 42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended ( 33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Clean Air Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

**4.25.3.6 Suspension and Debarment.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (1) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (2) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

**4.25.3.7 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from



tier to tier up to the recipient.”

**4.25.3.8 Compliance with State Energy Policy and Conservation Act.** Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).

**4.25.3.9 Recovered Materials.**

(1) In the performance of this Contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule
- (ii) Meeting Contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**4.25.3.10** Pursuant to 44 CFR 13.36(i)(7), contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41

**4.25.3.11** Pursuant to 44 CFR 13.36(i)(8), contractor agrees that if this Agreement results in any copyrightable materials or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said materials or inventions for Federal Government purposes.

**4.25.3.12 Access to Records.** In accordance with 44 CFR 13.36(i)(11) and Chapters 119 and 257, Florida Statutes,

(1) The contractor agrees to provide the City, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.

(2) The contractor agrees to maintain all books, records, accounts and reports required under the contract for a period of not less than five (5) years after the date of termination or expiration of the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case contractor agrees to maintain same until the City, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

**4.25.3.13 No Obligation by the Federal Government**

(1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the contract and shall not be subject to any obligations or liabilities to the City, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**4.25.3.14 DHS Seal, Logo, and Flags.** The contractor shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**4.25.3.15 Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**4.25.3.16** Fraudulent Statements. The contractor acknowledges that 31 U.S.C. Chap. 38 applies to the contractor's actions pertaining to this Contract.

**[END OF SECTION]**

## SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

### 5.1 SCOPE OF WORK

The purpose of the solicitation is secure a contract with a qualified vendor to provide design services, data processing, presorting, printing, folding, inserting, metering and mailing Utility Bills (inclusive of commercial/retail/large users/well water, multi-line). The awarded vendor will be responsible to provide all paper and ink supplies, forms, envelopes and/or other paper stock necessary to perform the printing and mailing functions as well as required postal reports. Postage will be paid for as a pass-thru allowance item as further detailed below.

The awarded vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

The City of Cooper City reserves the right to be the sole judge of what is equal and acceptable. Submittals which do not comply with Specifications and/or Requirements are subject to rejection.

### 5.2 QUANTITIES AND ORDERING FREQUENCY

ITEM #	DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY (EACH)
1	Statements ( <i>Two-sided Color Ink</i> )	Monthly	9,000
2	Special Notices ( <i>One-sided - Color Ink</i> )	Monthly	2,000
3	Customer Newsletter ( <i>Water Quality Report – Two-sided Color Ink</i> )	Yearly	12,000

### 5.3 BIDDER QUALIFICATION REQUIREMENTS

Bidder who is being considered for award will be required to perform a test run. In order for the City to be able to ascertain proficiency, bidder will be required to perform machine set up, and print an entire test data file, fold and insert into envelopes, as per specifications of bid. Results of the test run data file are be sent back to the City for review no later than 3 business days from the time bidder is provided with the test data file. If test run results are found unacceptable by the City, bidder will be deemed non-responsible for failure to demonstrate capability to meet the required specifications to perform and manage this contract.

5.3.1 Bidders shall present evidence that they are competent and have the necessary facilities, equipment, experience, personnel and financial resources to carry out the obligations of this contract.

5.3.2 References shall be for client's work comparable in size and scope of services to this solicitation. References shall demonstrate bidder's performance on a continuous basis of one (1) year within the past three (3) years from date of bid posting.

5.3.3 Vendor must have a secure File Transfer Protocol (FTP) site to receive the City's files.

5.3.4 The City reserves the right to conduct a site visit of bidder's facility to view equipment required to perform the work, if deemed necessary.

5.3.5 Bidder must possess the capability to design and implement new utility bill formats and provide innovative recommendations whenever possible.

### 5.4 PRITING REQUIREMENTS

Awarded vendor's equipment and software must be compatible and accept interface with BS&A software, a Michigan Company.

- 5.4.1 A postscript, and a color Portable Document Format (PDF) or a PDF file will be transmitted using FTP from the City to the vendor by 10 a.m. each regular working day. Awarded vendor shall notify the Utilities Supervisor if the file is not received successfully by 11 a.m. Both of these files will contain all the bills and inserts which require printing and mailing services. A sample of the postscript and the PDF file is attached. Exhibit files shall be used by the bidder for testing purposes.
- 5.4.2 Award vendor's system must be capable of processing the postscript or the PDF file and generating the necessary statements and inserts to be mailed out to customers.
- 5.4.3 Statements may incorporate general and/or individualized messages and provide for customized inserts when directed.
- 5.4.4 Laser printer shall be used to print statements and letters with a minimum of 600 x 600 dots per inch (dpi) resolution.
- 5.4.5 Duplex printing is required. Awarded vendor shall have at least one duplex capable printer available onsite at their facility.
- 5.4.6 Awarded vendor's bill printing program must be capable of generating and imprinting current and future U.S. Postal Service Delivery Point barcode requirements in the address block of customer letter(s) or statement(s). The awarded vendor shall be responsible for compliance with all U.S. Postal Service requirements for mail processing.
- 5.4.7 Awarded vendor must be CASS (Coding Accuracy Support System) certified to ensure that mailings are addressed and bar-coded in order to achieve the lowest possible postal rates.
- 5.4.8 Awarded vendor is responsible for including the Optical Character Recognition (OCR) readable scan line on the statements for mailing purposes. The scan line shall be included below the mailing address and must be clearly visible.
- 5.4.9 Prior to the initial production run, the awarded vendor will be requested to provide a hard copy "color match" proof within five (5) business days after request. The City has the sole authority to approve color matches. Rejected proofs shall be re-run and re-submitted to the City for approval at no additional cost and no later than the next business day following notice of rejected proof.
- 5.4.10 Awarded vendor shall be ready to begin printing and mailing provide services within fifteen (15) calendar days of Notice of Award from the City. Final approval from the City's utility supervisor or appointed designee, must be obtained in writing, before printing.
- 5.4.11 Awarded vendor shall print each file, tri-fold and envelope and mail no later than 4pm on the same day (Daily or bi-weekly Activity). Awarded vendor shall FTP a PDF file (no later than 4pm) with all the statements that were mailed that day. The City provide a FTP site where the vendor will submit the required daily files.
- 5.4.12 Awarded vendor shall e-mail bi-weekly processing report to the provided e-mail addresses, with the volume of statements, letters and inserts mailed, the associated charges and any exceptions not mailed.
- 5.4.13 Should the City make a change to the billing statement, the awarded vendor will complete any approved change requests within thirty (30) calendar days of being notified.
- 5.4.14 Awarded vendor must be able to print special individualized inserts, and/or general customer messages on statements.
- 5.4.15 All statements, letters and mailing envelopes (as required) shall be imprinted with the City color logo as per the PDF file which will be provided to the awarded vendor at the Post Award/Kick-off meeting. If the City logo changes during the course of the contract, awarded Contractor will be provided with an updated PDF.
- 5.4.16 All printing format must meet lock box requirements.
- 5.4.17 Upon inception of this contract and each time there is a change to the look or format of the bill, awarded vendor shall send a proof of bill format to the City's utility supervisor or appointed designee for approval prior to implementing format change.



5.4.18 The mailing envelope must clearly display the City's color logo and the entire customer address and UPS barcode either by way of imprinting on the envelope or clearly displayed in a window style envelope. Window style envelope must be approved by the City during the pre-production proof phase.

## 5.5 MATERIAL SPECIFICATIONS

5.5.1 All statements, various letters and special notices shall be produced on 24-28 lb. laser type white paper (8 ½" x 11").

5.5.2 All customer newsletters shall be printed on 80 lb. glossy laser type white paper (8 ½" x 11").

5.5.3 Unless specifically requested, all paper shall be white.

5.5.4 Awarded vendor shall not make any design changes at their own discretion, without prior approval from the City's utility supervisor or appointed designee. In the event awarded vendor does make any design change(s) that are unacceptable, the awarded will be responsible to reproduce original job within three (3) business days at their sole expense and at no additional cost to the City.

5.5.5 Mailing envelopes will be #10 (inches: 4.125 x 9.5) window envelopes (white) with the City's return mailing address printed City's logo (in color).

5.5.6 Statements shall provide perforated remittance advice with bar coding.

5.5.7 Example of documents to be printed are provided as reference and are intended as examples only.

## 5.6 TECHNICAL SERVICES

### 5.6.1 INITIAL SET-UP

This covers a one-time (lump sum) price for the initial setup (includes design, programming and re-work of needed, for awarded vendor to set up the City's Mailings (per Exhibits).

### 5.6.2 TECHNICAL SERVICES LABOR

If the City decides to update and enhance their bill statements from the original design, additional hourly Labor Charge for Technical Services allows for changes to be made. In the event the City desires to make such changes, the Utility Supervisor or designee will provide the awarded vendor with a scope of work for the enhancements to be made; inter, the awarded vendor will provide an hourly estimate for the projected Technical Labor charge for required programming and design work.

***Contractor shall not perform any work without authorization of the City by issuance of a purchase order (PO)***

### 5.6.3 MAIL METERING AND POSTAL SERVICES

5.6.3.1 Awarded vendor's bill print program will validate and correct customer address utilizing either a Coding Accuracy Support system (CASS) certified process, or Multi-line Accuracy Support System (MASS) certified equipment each time statement data is submitted for processing.

5.6.3.2 Awarded vendor shall utilize the most current National Change of Address (NCOA) software to ensure accuracy.

5.6.3.3 Awarded vendor shall deliver all daily mailings (statements, letters and/or newsletters) sorted, sequenced, packaged with forms/reports required by the Domestic Mail Manual (DMM) to the U.S. Post Office prior to the "Permitted Mail" on the same day that proof was approved.

5.6.3.4 All mail shall be bar coded per postal specifications. The City shall provide the awarded vendor with the City's Postal Permit number. AWARDED VENDOR SHALL USE DUE DILIGENCE TO MINIMIZE THE POSTAGE COST OF ALL BULK

MAIL. Awarded vendor shall presort mail in order to achieve bulk rates. The awarded vendor will utilize sorting methods to maximize mailing discounts and provide detailed reports of items contained in the mailing as required by the DMM.

5.6.3.5 Awarded vendor shall provide to the City a statement of USPS charges (reported daily as well as monthly) and to be included together with the awarded vendor's monthly invoice.

5.6.3.6 Awarded vendor shall provide the City a file of updated customer addresses the first and third Friday of every month by no later than 3:00PM EST by email to the utilities supervisor.

5.6.3.7 Awarded vendor shall provide a file of any customer statements that failed CASS or MASS review and not mailed on a daily basis (by 4PM EST) by email to the utilities supervisor.

## **5.7 PRICING/INVOICING**

5.7.1 Pricing shall be inclusive of all machine set up costs, materials, printing, supplies, sorting, postal preparations and mailings (less postage).

5.7.2 Multiple statements (beyond the first statement) inserted into one billing address envelope are to be billed at an additional insert rate.

5.7.3 Awarded vendor shall be responsible for errors resulting in duplicate bills, wrong addresses, improper dates, submitted files not delivered, and erroneous information. Corrective action will be at awarded vendor's expense; no additional charges for delivery of outgoing mail to the U.S. Post Office will be allowed. The City may apply penalties at the City's discretion for any or all errors made by the awarded vendor.

5.7.4 Payment will be made upon receipt of a proper invoice and supporting documentation. Invoice must include the City's PO number, date of services, description of line items and corresponding quantities of each as per pricing on the bid item response form. In order to ensure prompt payment, all invoices must be emailed to: [AccountsPayable@CooperCityFL.org](mailto:AccountsPayable@CooperCityFL.org).

## **5.8 PASS THRU ALLOWANCE ITEMS**

The postage allowance amount stated on the bid is to cover full compensation for payment and will be paid at awarded vendor's actual cost. Awarded vendor will charge the City the same price of actual postage used for the mailings. No additional markup is allowed. A copy of the awarded vendor's invoice(s) shall be submitted together with the awarded vendor's monthly invoice for payment. The total annual allowance amount of \$61,100 (\$5,100 monthly) for Postage is an estimate only.

## **5.9 SECURITY REQUIREMENTS**

5.91 Awarded vendor must agree that no person shall extract, use, reuse, sell or distribute any/all of the contents of the City's utility customer database.

5.92 Awarded vendor shall not insert any items into the City mail that have not been approved by the utilities supervisor or designee, prior to making any such insertion(s).

5.93 Awarded vendor may not use City provided customer information for any purpose other than that which is specified herein.

## **5.10 REPORTS**

Awarded vendor to provide daily, weekly and monthly reports as required for the following:

5.10.1 Daily reports to be provided after processing below:

5.10.1.1 Invalid addresses-txt file

5.10.1.2 Regular Statements-Mail Report-txt file

5.10.1.3 Regular Statements-No Addresses-txt file

5.10.1.4 Special Mailing Report-txt file

5.10.1.5 Special Mailing Invalid Addresses-txt file

5.10.2 Afternoon email when the mailing is complete:

5.10.2.1 Mail Sort Summary-Postage Summary for Statements Mailed (PDF)

5.10.2.2 Job Ticket-PDF

5.10.2.3 Detailed Listing of Statements Mailed by Customer (PDF)

5.10.3 Monthly reports are as follows:

5.10.3.1 Postage Summary (PDF)

5.10.3.2 Postage Invoice (PDF)

5.10.3.3 Statement Invoice (PDF)

### **5.11 POST AWARD/KICK-OFF MEETING**

Upon notification of contract award, the awarded vendor will be required to meet with the City's representatives at a Post Award Meeting that will be scheduled by the City. The purpose of the meeting will be to review contract requirements, City procedures and meet with the staff who will be responsible for ensuring that the specified services are carried out accordingly. Awarded vendor should bring the following personnel to the Post Award meeting; the principal(s) and/or district management, supervisor(s) or lead employee(s) and other individuals who will be responsible for ensuring services on the contract are enforced. The City shall provide awarded vendor with the names and contact information (email, phone numbers) of all designated personnel and technical support as well as other key individuals managing this contract. This meeting will be held at a City facility and at no additional cost to the City.

### **5.12 ADDITIONAL SERVICE REQUIREMENTS**

The City reserves the right to add and/or delete services from this contract in the event of any changes in the aforementioned specification requirements. In such events, contract prices shall be adjusted as mutually agreed in writing upon between awarded vendor and City. Any adjustment in price must be approved by the City Manager through a formal Amendment to the Contract and shall be based upon prices quoted for similar work on the contract, if possible.

**[END OF SECTION]**

**ATTACHMENT A**  
(Page 1 of 5)

City of Cooper City, Florida

**Bid Form**  
(5 pages)

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**WATER UTILITY BILL PRINTING SERVICES**  
**ITB 2022-3-UB**

Bids Due: Thursday, February 24, 2022

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For information, contact the Purchasing Division:

The Purchasing Division  
954-433-4300 Ext. 268  
[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

Release Date: Thursday, January 27, 2022

Submitted by: \_\_\_\_\_  
(Company name)

**PLEASE RETURN ONLY THIS BID FORM (5 PAGES) AND THE REQUIRED ATTACHMENTS.**



**ATTACHMENT A**  
(Page 2 of 5)

**Project:** WATER UTILITY BILL PRINTING SERVICES  
**Contract Identification:** ITB 2022-3-UB  
**Bids submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50<sup>th</sup> Place  
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds within 15 days after the City's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:
  - a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
  - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
  - d. Bidder has correlated the results of their studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Bidder has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
  - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.
4. Bid Copies  
ONE (1) ORIGINAL, TWO (2) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Bid should be submitted to the City of Cooper City, City Hall, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to 9090 SW 50 Place, Cooper City, Florida 33328.
5. Addenda, Additional Information-Contact with City Staff

Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized

**ATTACHMENT A**  
*(Page 3 of 5)*

expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org), who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00PM, Thursday, February 17, 2022.**

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

6. Summary of Documents to be submitted with Bid

	Bid Form
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
	E-Verify Form

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

**ATTACHMENT A**  
*(Page 4 of 5)*

**Bidder's Contact Information**

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Type of Business \_\_\_\_\_

Company's Website: \_\_\_\_\_

Authorized Signatory Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Primary Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Additional Contact & Title: \_\_\_\_\_

Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address (Required): \_\_\_\_\_

Remit to Address: \_\_\_\_\_

Remit to Contact: Name: \_\_\_\_\_ Tel: \_\_\_\_\_

**ATTACHMENT A**  
 (Page 5 of 5)

**PRICING SHEET**

INITIAL FEE						
ITEM #	ITEMS DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT	FREQUENCY	PRICE	EXTENDED PRICE
1	Initial Setup Fee	1	One	One-time Fee	\$	\$
MONTHLY FEES						
ITEM #	ITEMS DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT	FREQUENCY	PRICE	EXTENDED PRICE
2	Utility Bill Statements, Regular, With Envelope Full color - both sides	9000	Each	Monthly	\$	\$
3	Utility Bill Statements, Regular, No Return Envelope (Disconnect Notice or Late Notice) Full color - one side	2000	Each	Monthly	\$	\$
4	Additional Inserts ( As needed) Full color - both sides	9000	Each	Yearly	\$	\$
5	Monthly Allowance	1	Each	Monthly	\$5,100	\$
<b>Total for Monthly Fees</b>						<b>\$</b>
<b>Grand Total (Set Up plus total Monthly Fees)</b>						<b>\$</b>

ADDITIONAL ITEMS						
ITEM #	ITEMS DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT	FREQUENCY	PRICE	EXTENDED PRICE
6	Hourly Rate Changes/upgrades as needed or desired.	1	Each	Hourly	\$	\$

Submitted by: \_\_\_\_\_  
 (Print)

Authorized Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_



**ATTACHMENT B  
REFERENCES**

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. **CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.**

1. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT'S TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
**E-MAIL (REQUIRED):** \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

---

2. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT'S TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
**E-MAIL (REQUIRED):** \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

---

3. ENTITY/COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT'S TITTLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
**E-MAIL (REQUIRED):** \_\_\_\_\_  
CONTRACT PERIOD: FROM: \_\_\_\_\_ TO: \_\_\_\_\_

**This page shall be completed IN FULL and submitted with your bid.**

**ATTACHMENT C**  
(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A  
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_.

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_).*

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

**ATTACHMENT C**  
(Page 2 of 2)

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
*Signature*

<b>STATE:</b>	<b>FLORIDA</b>
<b>COUNTY:</b>	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	<b>OR</b> Produced Identification _____
Type of Identification Produced _____	

**ATTACHMENT D**

**AMERICANS WITH DISABILITIES ACT (ADA)  
DISABILITY NONDISCRIMINATION STATEMENT**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL  
AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_  
*(print individual's name and title)*

for: \_\_\_\_\_  
*(print name of entity submitting sworn statement)*

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_  
*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_.)*

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
*Signature*

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20 __, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
<b>(NOTARY SEAL)</b> _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____





**ATTACHMENT F**

**FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM**  
DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

**If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption.** Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
- \_\_\_\_\_ (a) Maintaining, defending, or settling any proceedings.
  - \_\_\_\_\_ (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - \_\_\_\_\_ (c) Maintaining bank accounts.
  - \_\_\_\_\_ (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - \_\_\_\_\_ (e) Selling through independent contractors.
  - \_\_\_\_\_ (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
  - \_\_\_\_\_ (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - \_\_\_\_\_ (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - \_\_\_\_\_ (i) Transacting business in interstate commerce.
  - \_\_\_\_\_ (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - \_\_\_\_\_ (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - \_\_\_\_\_ (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - \_\_\_\_\_ (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

**Please check one of the following if your firm is NOT a corporation:**

- (I) \_\_\_\_\_ Partnership, Joint Venture, Estate or Trust  
(II) \_\_\_\_\_ Sole Proprieties of Self Employed

**NOTE:** This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

\_\_\_\_\_  
BIDDER'S LEGAL NAME

**ATTACHMENT G**

Form **W-9**  
 (Rev. December 2014)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

**Give Form to the  
 requester. Do not  
 send to the IRS.**

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification; check only **one** of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
**Note.** For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
 Requester's name and address (optional)

**6** City, state, and ZIP code  
 www.irs.gov

**7** List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Social security number**

			-				-					
--	--	--	---	--	--	--	---	--	--	--	--	--

**or**

**Employer identification number**

		-										
--	--	---	--	--	--	--	--	--	--	--	--	--

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**      Signature of U.S. person ▶      [Click Here to Sign](#)      Date ▶ \_\_\_\_\_

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**ATTACHMENT H**

**REQUEST FOR PROOF OF  
WORKERS' COMPENSATION INSURANCE OR EXEMPTION**

Dear Provider of Services or Goods:

In order to provide services or goods to City of Cooper City, we require that you provide us either proof of workers' compensation coverage or proof of exemption.

Workers' compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers' compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers' compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <https://www.floridawc.com/workers-comp-insurance/flwc/2011/04/exemptionform.pdf>

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers' compensation insurance as per the requirements as outlined above, you must complete the attached Workers' compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers' compensation and need to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: [www.faiacom.com](http://www.faiacom.com), [www.piafl.org](http://www.piafl.org), or call (850) 893-8245.

Please be reminded that the furnishing of this information to City of Cooper City is a non-negotiable requirement to perform services for us. Failure to provide this information in a timely manner may result in either termination of your services or delay of payment for services. Your workers' compensation Certificate of Coverage, Workers' Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Division located at City Hall, 9090 SW 50 Place, Cooper City, Florida 33328, or emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org).

ATTACHMENT I

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL) _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____

**ATTACHMENT J**

**DRUG FREE WORKPLACE CERTIFICATE**

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, **(print or type name of firm)**

\_\_\_\_\_

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)        _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____



**ATTACHMENT K**

**EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT**

I, \_\_\_\_\_ of \_\_\_\_\_, attest that all personnel used in  
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <i>Name of person making statement</i>
_____ <i>Signature of Notary Public - State of Florida</i>
<b>(NOTARY SEAL)</b> _____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____ <b>OR</b> Produced Identification _____
Type of Identification Produced _____

**ATTACHMENT L**

**SCRUTINIZED COMPANIES AFFIDAVIT**

**Certification pursuant to Florida Statute § 287.135 and § 215.473**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,

**Print Name and Title**

**Company Name**

certify that \_\_\_\_\_ does not:

**Company Name**

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
 COMPANY NAME

\_\_\_\_\_  
 PRINT NAME

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 SIGNATURE

STATE:	<b>FLORIDA</b>
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____	
	<i>Name of person making statement</i>
	_____ <i>Signature of Notary Public - State of Florida</i>
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	



**ATTACHMENT N**  
**(Page 1 of 2)**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**  
***TO BE RETURNED WITH PROPOSAL***

Project Name:

Project No.:

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1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

**ATTACHMENT N**  
**(Page 2 of 2)**

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

<b>STATE:</b> <b>FLORIDA</b>
<b>COUNTY:</b> _____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__, by: _____ <div style="text-align: right; margin-right: 100px;"><i>Name of person making statement</i></div>
<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">(NOTARY SEAL)</div> <div style="width: 50%; text-align: right;">           _____  <i>Signature of Notary Public - State of Florida</i> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 40%;"></div> <div style="width: 50%; text-align: right;">           _____  <i>Name of Notary Typed, Printed, or Stamped</i> </div> </div>
<b>Personally Known</b> _____ <b>OR</b> <b>Produced Identification</b> _____ <b>Type of Identification Produced</b> _____





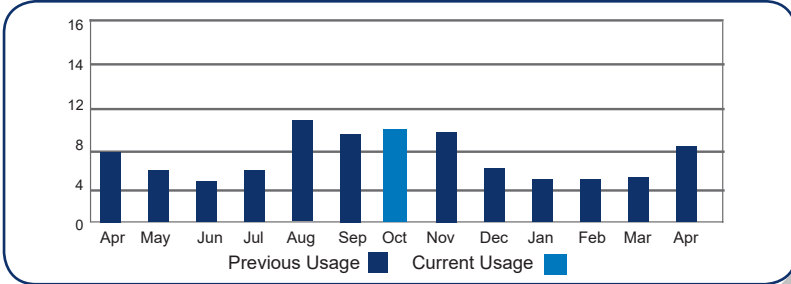
# BILLING STATEMENT

Account Name: Gabe G Sample  
 Service Address: 305 S Can Dr  
 Account Number: 12345-12345  
 Bill Date: 09/25/2021  
 Due Date for Current Charges: 10/14/2021

## MONTHLY USAGE (consumption in thousands of gallons)

Meter ID	Service	Read Dates	Days	Current Reading	Previous Reading	Usage
82211540	WA	09/17/21-10/17/21	31	18	12	6

## HISTORICAL USAGE (consumption in thousands of gallons)



## HOW TO CONTACT US

Customer Service .....	954-434-4300
Missed Recycling Pickup.....	954-434-4300
Missed Sanitation Pickup .....	954-434-4300

- Announcement space
- Eat to the best
- Light up cooper city tomorrow
- Sign up for emails
- next meeting is tonight be there

The past due balance is due IMMEDIATELY. Failure to pay the past due balance may result in termination of service. The due date only applies to the current charges. If payment has been made, please disregard.

## BILLING SUMMARY

Last Bill Amount	\$78.01
Payments	\$0.00
Adjustments	\$0.00
<b>Past Due Balance*</b>	<b>\$78.01</b>
Current Charges	\$85.81
<b>TOTAL AMOUNT DUE</b>	<b>\$163.82</b>
Total Amount Due with Contribution**	\$164.82
After 10/19/2021, You Pay	\$171.62

## CURRENT CHARGES

Water Service		
DESCRIPTION	USAGE	CHARGE
Base Charge		\$10.75
1-2 TGAL @ \$3.44	2	\$6.88
3-8 TGAL @ \$4.37	4	\$17.48
Rate Stabilization Credit	6	-\$1.50
<b>Total Water Charges</b>		<b>\$33.61</b>
Sewer Service		
DESCRIPTION	USAGE	CHARGE
Base Charge		\$9.50
Flow TGAL	5.40	\$20.09
<b>Total Sewer Charges</b>		<b>\$29.59</b>
Sanitation Service		
DESCRIPTION		CHARGE
Sanitation		\$9.26
Recycling Fee		\$1.30
Recycling—Cart		\$1.46
50% Discount—Senior		-\$0.65
Sales Tax		\$0.94
<b>Total Sanitation Charges</b>		<b>\$12.31</b>
MISCELLANEOUS CHARGES		
DESCRIPTION		CHARGE
Drainage		\$2.50
Penalty		\$7.80
<b>Total Miscellaneous Charges</b>		<b>\$10.30</b>
<b>TOTAL CURRENT CHARGES</b>		<b>\$85.81</b>



CITY OF COOPER CITY  
 9090 SW 50th Place  
 COOPER CITY, FL 33328



\*\*\*\*\*AUTO\*\*5-DIGIT 12345 1  
 1403 1 AV 0.350



GABE G SAMPLE  
 9090 SW 50 Place  
 COOPER CITY FL 33328

Keep top portion for your records and return the bottom stub with your payment.  
**Make check payable to: City of Cooper City**

Service Address: 305 S Can Dr  
 Account Number: 12345-12345  
 Cycle/Route: 03-42  
**TOTAL AMOUNT DUE \$163.82**  
 Total Amount Due with Contribution\*\* \$164.82  
**Due Date for Current Charges 06/17/2017**  
 After 10/19/2021, You Pay \$171.62

AMOUNT ENCLOSED \$

CITY OF COOPER CITY - UTILITIES  
 PO BOX 8000  
 COOPER CITY, FL 333328



**CHARGES FOR SEWER USE ARE BASED ON WATER CONSUMPTION**

The sewer usage on residential bills rendered on July 31, August 31, September 30, and October 31 will be adjusted for summer use.

Failure to receive a bill or payment by the due date does not exempt customer from late payment charge.

Payment must be RECEIVED, NOT POSTMARKED, by the due date to avoid a late payment charge.

In the event of a difference in reading between a remote (outside) reader and the inside meter, the inside read will control.

A 10% late charge will be added if payment in full is not received by the due date.

NOTICE OF MOVING: Please notify the Water Department at 918-2007 when moving so that the meter may be read for your final bill. For info on qualifying for senior citizen or handicapped discounts, also call 918-2007.

Meter Size	Water Base Charges		Sewer Base Charges		Water Consumption	
	Residential	Commercial	Residential	Commercial	Residential Per 1,000 gallons	
5/8 x 3/4	\$25.84	\$25.84	\$25.84	\$25.84	(0-5,000)	\$2.96
1 x 3/4	\$64.62	\$64.62	\$64.62	\$64.62	(5,001-10,000)	\$3.42
1-1/2 x 3/4	\$129.22	\$129.22	\$129.22	\$129.22	(10,001-20,000)	\$4.34
2 x 3/4	\$206.73	\$206.73	\$206.73	\$206.73	Above 20,000	\$5.70
3 x 3/4	\$413.46	\$413.46	\$413.46	\$413.46		
4 x 3/4	\$723.52	\$723.52	\$723.52	\$723.52	Commercial Per 1,000 gallons	
6 x 3/4	\$1,292.00	\$1,292.00	\$1,292.00	\$1,292.00	Above 1,000	\$3.08


Stormwater Base Charges	Direct Benefit	Indirect Benefit
Single Family Residential	\$3.22	\$0.59
Duplex (per unit)	\$1.58	\$30
Condo/Multi-Family (per unit)	\$0.80	\$0.17
Commercial (per 1,750 sq. ft.)	\$3.22	\$0.59
Industrial (per 1,750 sq. ft.)	\$3.22	\$0.59
Institutional (per 1,750 sq. ft.)	\$3.22	\$0.59

➔ Please note that this bill is not intended as documentation for verifying residency or identity.

**WATER SERVICE AND BILLING INQUIRES:**

Questions about your usage or bill amount.....call the Finance Department / Utility Billing.....(847) 918-2007  
 Questions about water quality or service problems...call the Public Works Department.....(847) 362-3434

**PLEASE RETURN THIS STUB WITH YOUR PAYMENT**

Bill Pay  fast, easy, & convenient

Looking for the easiest way to pay your electric bill? For your convenience, HPS offers many different methods of bill payment:

**PAYMENT METHODS**

Online Payments	Visa, MasterCard, American Express, & E-Checks	<a href="http://www.coopercityfl.org">www.coopercityfl.org</a>
Automated Bill Pay (Bank Draft)	Applications available online	<a href="http://www.coopercityfl.org">www.coopercityfl.org</a>
Pay-By-Phone	Visa, MasterCard, American Express, & Phone Checks	Call (954) 434-4300
By Mail	9090 SW 50 Place, Cooper City, Florida 33328	Checks & Money Orders ONLY, No Cash

AUTHORIZED PAYMENT CENTERS: For an up to date list of authorized payment centers, please visit our website at [www.coopercityfl.org](http://www.coopercityfl.org) or call (954) 434-4300

PAYMENT DEPOSITORIES: Located just south of the Customer Service parking lot, and near the entrance of the Customer Service Building. Checks & Money Orders ONLY, No Cash.



City of Cooper City  
9090 SW 50th Place  
Cooper City, FL 33328-4227  
Phone: (954) 434-4300  
www.CooperCityFL.org

# DISCONNECTION NOTICE

Account #: 51226



**Disconnection Date:**

01/01/0001

**Past Due Amount:**

\$0.00

**Bill To:**

GUERRERO, GABRIEL  
12005 SW 47 CT  
COOPER CITY, FL 33330

**Customer:**

GUERRERO, GABRIEL

**Property Address:**

12005 SW 47 CT  
COOPER CITY FL 33330

**Please Remit Payment To:**

City of Cooper City  
9090 SW 50th Place  
Cooper City, FL 33328-4227

Sample - Exhibit B

**AGREEMENT**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

**THE CITY OF COOPER CITY**, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50<sup>th</sup> Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

**«Vendor\_Name\_Upper\_Case»**, a **«Vendor\_Business\_Type»**, authorized to do business in the State of Florida, with a business address of **«Vendor\_Address\_Line\_1», «Vendor\_Address\_Line\_2»** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

**WITNESSETH:**

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1  
PREAMBLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On \_\_\_\_\_, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Solicitation Name** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**SOLICITATION #  
"SOLICITATION NAME"**

1.2 On \_\_\_\_\_, the bids were opened at the offices of the City Clerk.

1.3 On \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

**ARTICLE 2  
SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the **«Service\_Description»**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in

accordance with the Scope of Services outlined in the specifications, "**«Solicitation\_Type\_Abbreviation» # «Solicitation\_Number»**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

### **ARTICLE 3** **TERM AND TERMINATION**

3.1 The term of this Agreement is for one (1) time ONLY.

3.2 This Agreement may be terminated by either party for cause, or by the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY immediately.

### **ARTICLE 4** **COMPENSATION AND METHOD OF PAYMENT**

4.1 CONTRACTOR shall be entitled to invoice CITY on a monthly basis for services performed. The invoice shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY. The compensation shall not exceed the unit prices stated in the "**PRICING SHEET**" in Exhibit "A".

4.2 CITY will make its best efforts to pay CONTRACTOR within thirty (30) days of receipt of proper invoice



the total shown to be due on such invoice.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 Payment will be made to CONTRACTOR at:

«Vendor\_Name»  
Attn: «Vendor\_Contact\_Title»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»

#### **ARTICLE 5** **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

#### **ARTICLE 6** **INDEMNIFICATION**

6.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

6.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

6.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR, or extend to any claims brought subsequent to the expiration of warranty period outlined above. The CITY's rights and remedies and

CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

6.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## **ARTICLE 7** **INSURANCE**

Where Contractors are required to enter or go onto the City of Cooper City property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, the successful Contractor shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable Broward County and City of Cooper City building requirements and the Florida Building Code. The Contractor shall be liable for any damages or loss to the City occasioned by negligence of the Contractor or any person the Contractor has designated in the completion of the contract as a result of his or her bid.

The Contractor shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractor. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than

“A” as to management, and no less than “Class VI” as to financial strength according to the latest edition of Best’s Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or the Contractor shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the Contractor shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The Contractor shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. Contractor shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

**Prior to the execution of this agreement, Contractor shall provide the City with a certificate of insurance and a copy of the policy endorsement naming the City of Cooper City its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured to the extent of the contractual obligation assumed by the Proposer. Additionally, the Contractor shall provide the City with a copy of the certificates of insurance reflecting the same insurance coverage for all subcontractors utilized by Contractor pursuant to this agreement.**

#### 7.1.1 REQUIRED INSURANCE

7.1.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Cooper City must be shown as an additional insured with respect to this coverage.**

7.1.1.2 Worker’s Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the Contractor engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Coverage for the Contractor and his subcontractor shall be in accordance with

applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A	Statutory
2. Employers Liability:	Coverage B	\$500,000 Each Accident \$500,000 Disease – Policy Limit \$500,000 Disease – Each Employee

7.1.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

7.1.1.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

7.1.1.5 Sexual Abuse may not be excluded from any policy.

## 7.2 REQUIRED INSURANCE ENDORSEMENTS

1. The City of Cooper City shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. 30-Day Notice of Cancellation or Non-Renewal to the CITY
4. Contractors' policies shall be Primary & Non-Contributory
5. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
6. The City of Cooper City shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and

committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

## **ARTICLE 8** **INDEPENDENT CONTRACTOR**

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 9** **VENUE**

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

## **ARTICLE 10** **PUBLIC RECORDS**

10.1 The City of Cooper City is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

10.1.1 Keep and maintain public records required by the CITY to perform the service;

10.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt

records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

10.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT**

**CITY CLERK  
9090 S.W. 50<sup>th</sup> PLACE  
COOPER CITY, FL 33328  
(954) 434-4300  
[PRR@CooperCityFL.org](mailto:PRR@CooperCityFL.org)**

**ARTICLE 11  
FEMA REQUIREMENTS – INTENTIONALLY OMITTED**

**ARTICLE 12  
SCRUTINIZED COMPANIES -- 287.135 AND 215.473**

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**ARTICLE 13  
E-VERIFY**

A. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by a Contractor to perform employment duties within Florida during the term



of the contract; and

(ii) All persons (including sub vendors/sub consultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

(iii) The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

#### **ARTICLE 14** **MISCELLANEOUS**

14.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

14.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

14.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

14.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement,

and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

14.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Joseph Napoli  
City Manager  
City of Cooper City  
9090 S.W. 50<sup>th</sup> Place  
Cooper City, Florida 33328  
Telephone No. (954) 434-4300

Copy To: Jacob G. Horowitz, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

Contractor «Vendor\_Contact\_Title»  
«Vendor\_Name»  
«Vendor\_Address\_Line\_1»  
«Vendor\_Address\_Line\_2»  
E-mail: «Vendor\_Email»  
Telephone No: «Vendor\_Phone\_Number»

14.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

14.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

14.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable

shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

14.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

14.12 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF COOPER CITY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
OFFICE OF THE CITY ATTORNEY

**CONTRACTOR:**

**«Vendor\_Name\_Upper\_Case»**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of **«Vendor\_Name»**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **«Vendor\_Name»** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and official seal at in the State and County aforesaid on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
(Name of Notary Typed, Printed or Stamped)



Bid No.: ITB 2022-3-UB  
 Bid Title: Water Utility Bill Printing Services  
 Bid Opening Date: 02/24/2022 @ 3:00PM  
 Distribution Stats: 8 Planholders, 81 Bidders Notified, 3 Bids Received

Vendor Name	Best Digital Solutions	VariVerge LLC	Infosend Inc.	ENCO Utility Services Florida LLC	Pinnacle Data Systems	DataProse LLC
FEIN	83-3541567	27-1520484	33-0748516	20-2160616	63-1216795	45-3370297
Reference Form	Received	Received	Received	Received	Received	Received
Public Entity Crimes (PEC) Form	Received	Received	Received	Received	Received	Received
ADA Affidavit	Received	Received	Received	Received	Received	Received
Business Entity Affidavit	Received	Received	Received	Received	Received	Received
Bidder's Foreign (Non-Florida) Corporate Statement (if applicable)	Received	Received	Received	Not Applicable	Not Applicable	Received
W-9, Request for Taxpayer Identification Number	Received	Received	Received	Received	Received	Received
Proof of Workers' Compensation Insurance or Exemption	Received	Received	Received	Not Received	Received	Received
Proof of Liability Insurance	Received	Received	Received	Not Received	Received	Received
Ownership Disclosure Affidavit	Received	Received	Received	Received	Received	Received
Drug-Free Workplace Certificate	Received	Received	Received	Received	Received	Received
Employee Background Verification Affidavit	Received	Received	Received	Received	Received	Received
Scrutinized Companies Affidavit	Received	Received	Received	Received	Received	Received
Non-Conflict of Interest Statement	Received	Received	Received	Received	Received	Received
E-Verify Form	Received	Received	Received	Received	Received	Received
Addendum #1	Received	Received	Received	Received	Not Received	Received
Addendum #2	Received	Received	Received	Received	Not Received	Received
Addendum #3	Received	Received	Received	Received	Not Received	Received
<b>Grand Total per Month</b>	<b>\$ 9,983.00</b>	<b>\$ 7,591.90</b>	<b>\$ 6,247.00</b>	<b>\$ 8,540.00</b>	<b>\$ 9,370.00</b>	<b>\$ 7,445.00</b>

## InfoSend, Inc. Response to:

City of Cooper City, FL  
ITB 2022-3-UB  
Water Utility Billing Services

**Due:** 2.24.2022

**Time:** 3:00PM EST

**Prepared for:** Tedra Allen  
City Clerk

**Provided by:** Marty Bielecki  
Sales Executive  
marty.b@infosend.com  
Office: 714.993.2690  
Mobile: 239.247.4419



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# Response to SECTION V - SCOPE OF WORK / TECHNICAL SPECIFICATIONS

## 5.1 SCOPE OF WORK

The purpose of the solicitation is secure a contract with a qualified vendor to provide design services, data processing, presorting, printing, folding, inserting, metering and mailing Utility Bills (inclusive of commercial/retail/large users/well water, multi-line). The awarded vendor will be responsible to provide all paper and ink supplies, forms, envelopes and/or other paper stock necessary to perform the printing and mailing functions as well as required postal reports. Postage will be paid for as a pass-thru allowance item as further detailed below. The awarded vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture. The City of Cooper City reserves the right to be the sole judge of what is equal and acceptable. Submittals which do not comply with Specifications and/or Requirements are subject to rejection.

### Get to Know InfoSend Highlights

- Privately held corporation, founded in 1996 and headquartered in Anaheim, CA.
- Provider of Customer Engagement solutions to distribute critical communications and receive payments from customers across multiple channels.
- Company culture and business practice prioritizes client satisfaction, leading to industry best client retention and satisfaction rate.
- Utilizes a Software as a Service (SaaS) approach. Experienced with dozens of CIS platforms including BS&A.
- Customer Communications Management (CCM) solutions, with secure and solely owned Print and Mail manufacturing environments in CA, TX, IL and FL.
- Electronic Billing, Payment and Presentment (EBPP) solutions, with paperless billing, web, IVR, SMS and Bank BillPay payments.
- More than 240 million print and electronic documents distributed annually.
- Over 180 employees across multiple states, with high employee retention ensuring clients are handled with knowledge and care.

### Get to Know InfoSend - A Reliable Partner

InfoSend has provided business process outsourcing services since 1996, handling the processing and distribution of over 240 million critical documents annually for industries throughout the United States. Utilizing the most current technology, InfoSend's Customer Engagement platform offers a single source provider to reach customers with effective and timely interactions.

InfoSend's Customer Communications Management (CCM) platform distributes critical documents across multiple channels, including InfoSend's own manufacturing environments in California, Texas, Illinois and Florida for Data Processing, Printing and Mailing (DPPM). InfoSend's hosted Electronic Billing, Presentment and Payment (EBPP) applications drive the customer remittance process with web, IVR, SMS and Bank BillPay payments. The cloud-based, Software as a Service (SaaS) approach allows InfoSend to refine offerings without client-side installed software or maintenance, as well as providing for flexible integrations to existing systems or vendors.

Integrity is at the core of InfoSend, with a stated goal to retain and provide complete satisfaction for each client. InfoSend has over 180 employees across multiple states, and the company culture has led to high employee retention, affording clients familiarity and quality service. From our internal operations, to how we support our valuable clients, InfoSend's client-focused service has led to an industry-leading client retention and satisfaction rate.

## 5.2 QUANTITIES AND ORDERING FREQUENCY

**ITEM # DESCRIPTION UNIT OF MEASUREMENT ESTIMATED QUANTITY (EACH)** 1 Statements (Two-sided Color Ink) Monthly 9,000 2 Special Notices (One-sided - Color Ink) Monthly 2,000 3 Customer Newsletter (Water Quality Report – Twosided)

InfoSend has capability to meet the quantity requirements described in this RFP. We currently have capacity to support our 700+ clients and as of today handle the processing and distribution of over 240 million critical documents annually for industries throughout the United States with our facilities in FL, TX, IL and CA.

## 5.3 BIDDER QUALIFICATION REQUIREMENTS

**Bidder who is being considered for award will be required to perform a test run. In order for the City to be able to ascertain proficiency, bidder will be required to perform machine set up, and print an entire test data file, fold and insert into envelopes, as per specifications of bid. Results of the test run data file are to be sent back to the City for review no later than 3 business days from the time bidder is provided with the test data file. If test run results are found unacceptable by the City, bidder will be deemed non-responsible for failure to demonstrate capability to meet the required specifications to perform and manage this contract.**

During the last phase of the implementation, output and application web access is provided to clients for User Acceptance Testing (UAT). Once the application build is validated and accepted by the client, the application is put into Parallel Testing mode. During this time clients are encouraged to transfer copies of live data to InfoSend to be automatically processed and output for review, simulating go-live. Clients check the web application and output to ensure that it is satisfactory and any requested revisions will be completed before go-live. Any payment related applications are tested to ensure payment deposits are received and reconciled.

**5.3.1 Bidders shall present evidence that they are competent and have the necessary facilities, equipment, experience, personnel and financial resources to carry out the obligations of this contract.**

### InfoSend Facilities Highlights

InfoSend is located strategically across the nation, ensuring both disaster mitigation and regional access to the USPS.

- Corporate Headquarters, Primary Data Center & Western US Production Facility located in Anaheim, California.
- Midwest, Backup Data Center & Northeastern US Production Facility located in Downers Grove, IL, near Chicago.
- Texas & Central US Production Facility located in Carrollton, TX, near Dallas.
- Florida & Southeastern Production Facility located in Fort Myers, FL, west of Fort Lauderdale.

### InfoSend Print and Mail Equipment

InfoSend utilizes a mix of plain black, and full-color printing. The documents destined for mailing are inserted on Intelligent Inserters with Mail Piece integrity that ensures all mail pieces are undamaged and accounted for after insertion in preparation for delivery to the USPS.

#### Printing Equipment:

- Roll-fed full color (CMYK) inkjet printing is the primary production method.
- Sheet-fed full color and monochrome printers for small jobs and reprints.
- Full-color capacity is over 120 Million images per month via full color.
- InfoSend prints images well under capacity for business continuity, new installs, and spikes in volume.

#### Inserting Equipment:

- 4 to 6 station insert feeders and can be expanded if necessary.

- Supports various folds including “C”, “V”, “Z” and Double “V”, etc.
- Capacity to finish over 86 Million pieces per month.
- Mail Piece Integrity and Document Verification systems read OMR and industry standard barcodes such as 3 of 9, 2 of 5 Interleaved, 2D.
- InfoSend finishes mail pieces well under capacity for business continuity, new installs, and spikes in volume.

## Experience

InfoSend has provided services requested by the City for 25 years, and distributes more than 240 million print and electronic documents annually and has over 180 employees across multiple states, with high employee retention ensuring clients are handled with knowledge and care.

## Personnel

### InfoSend's Key Support Personnel

InfoSend's mission to provide the industry-best support requires excellence and attention to detail within the Client Services (CS) department. InfoSend has designed support around extensive procedural controls to ensure client output is handled accurately and issues are addressed expeditiously. If InfoSend is awarded the contract, we will at that point assign a dedicated Account Manager to work on the implementation project. This Account Manager will remain the main point of contact throughout the implementation and will also be available after go-live for ongoing maintenance or improvement projects.

### Executive Management and Sales:

InfoSend designated Contract Administrator: Russ Rezai, President

InfoSend designated Contract Manager: Matt Schmidt, COO

InfoSend sales contact: Marty Bielecki, Sales Executive

### Delivery Team:

- **Executive Management and Sales Team:** will serve as the main contact for RFP questions and contract negotiations.
- **Client Services Team:** manage ongoing processing, and will be main points of contact during the new client implementation process. Primary and secondary Client Services contacts will be assigned during the contracting phase if InfoSend is selected as the successful vendor. These contacts will report directly to Matt Schmidt, COO and Josue Martinez, Director of Client Services.
- **IT team:** will provide back-end support for the Authority's jobs. IT works in conjunction with InfoSend Client Services during any improvement projects and actively monitors program functions after go-live. IT personnel report to Vedat Aral, Director of IT.

## Financial Ability

InfoSend has maintained financial stability and viability since its founding in 1996. The City is free to request our most current audited financial statements as further evidence of financial stability.

**5.3.2 References shall be for client's work comparable in size and scope of services to this solicitation. References shall demonstrate bidder's performance on a continuous basis of one (1) year within the past three (3) years from date of bid posting.**

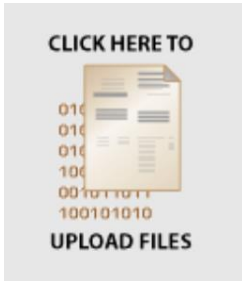
References have been provided on the relevant forms in section "Reference Form" below.

**5.3.3 Vendor must have a secure File Transfer Protocol (FTP) site to receive the City's files.**

## File Submission:

The City can upload data via our secure website, FTP with optional PGP encryption, or SFTP into a PCI, HIPAA and SOC audited environment. Clients are able to upload files directly to InfoSend over the HTTPS connection,

allowing users to send the input data for InfoSend processing on demand (note: PGP file encryption and secure FTP also available).



#### **5.3.4 The City reserves the right to conduct a site visit of bidder’s facility to view equipment required to perform the work, if deemed necessary.**

InfoSend accepts this requirement. InfoSend welcomes City staff to visit our production facilities.

#### **5.3.5 Bidder must possess the capability to design and implement new utility bill formats and provide innovative recommendations whenever possible.**

### **InfoSend Document Design Services for Utilities**

InfoSend’s Account Managers are trained in the use of various graphic design tools which are leveraged to create your documents. The Account Manager assigned to this project will work with the client’s project team to create outputs which meet the high standards expected by our clients. Wherever possible we will look to provide suggestions to improve the look, feel, readability, and/or response rate for your custom communications using our extensive experience in a wide-variety of industries. All of the graphic design work for your projects will be conducted in-house at InfoSend allowing for us to maintain a high level of quality and responsiveness to your requirements.

InfoSend maintains a wide array of printing and finishing equipment necessary to handle transactional and promotional document production, including:

- Grayscale and full color laser printers
- Full Color Inkjet printer
- High-capacity offline folding equipment
- High-capacity industrial cutting equipment
- Variable speed mail inserting equipment
- Proprietary and licensed software solutions for processing data, creating client outputs, maintaining USPS compliance
- Full compliance with any OCR, barcode or remittance specification, including lockbox testing with delivery of production samples prior to Go-Live.

Often InfoSend will consult to provide clients with best practices and design options which leverage the data and printing technology to their fullest. InfoSend's design team can assist in making sure a utility statement has information hierarchy, use of color and white space and innovative graphics.

InfoSend provides document composition services for **hundreds of utilities nationwide**. Below is an example design which is using the latest in customer insights, preferences and printed output technology.

Front:

**infosend**  
 4240 E. La Palma Avenue  
 Anaheim, CA 92807  
 800-955-9330 • www.infosend.com

**FINAL BILL**

Bill Date	Service Period	Due Date				
02/23/16	01/20/16 to 02/17/16	03/15/16				
Last Bill	Payments/Credits	Deposits	Adjustments	Balance Forward	New Charges	Amount Due
\$62.14	\$0.00	\$0.00	\$0.00	\$62.14	\$38.17	\$100.31

**ENERGY CHARGES**  
\$21.49

**SERVICE CHARGES**  
\$12.60

**EXCISE & TAXES**  
\$1.36

**PAST DUE BALANCE**  
\$62.14  
Please pay immediately to avoid additional fees

**MISCELLANEOUS**  
\$2.72  
Breakdown of charges on reverse

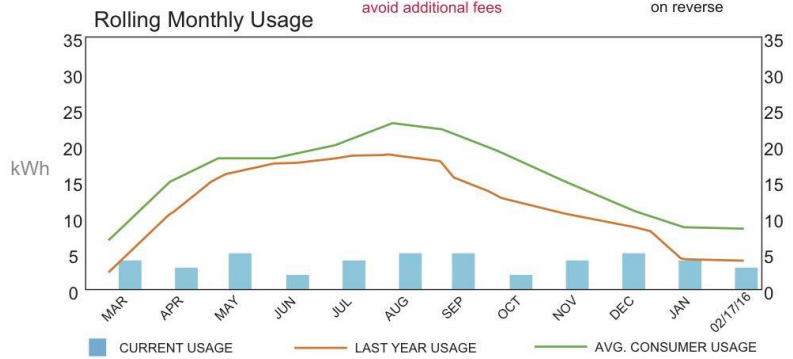
**SPECIAL MESSAGES**

This is a special message area, used to inform customers about upcoming events, changes to their bill, or any other marketing or important information.

This is your FINAL BILL. Thank you for being a valued customer of InfoSend!

Your account has a PAST DUE balance. Please pay this amount immediately to avoid additional fees and/or disconnection.

Payment Arrangement Information:  
 Remaining Pay Arrangement: \$628.04  
 Pay Arrangement End Date: Jul-15-2016



Current Read	Previous Read	Days	Multi	Usage (kWh)
597	587	29	1	10
Read Dates	Cycle	Rate	District	
01/20/16 to 02/17/16	07	E1	7	
Curr. Month's Avg kWh/Day: 10.76		Last Year kWh Used: 309	YTD kWh Used: 861	
Average Cost per Day: \$2.12		Last Year Billing: \$62.84	YTD Billing: \$151.97	

**infosend**  
 4240 E. La Palma Avenue  
 Anaheim, CA 92807  
 800-955-9330 • www.infosend.com

See reverse for information on eBilling, AutoPay, budget billing, and energy assistance.

Check box for contact information changes or to SIGN UP FOR EBILL. Fill out information on reverse side.

**Addressee**

INFO308M  
 1000000001  
  
 CUSTOMER NAME  
 1234 ANY STREET  
 ANYTOWN, ST 00000

**Please Make Checks Payable And Remit To**

INFOSEND  
 4240 E. LA PALMA AVENUE  
 ANAHEIM, CA 92807

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE TO ENSURE PROPER CREDIT TO YOUR ACCOUNT

Service Period	Due Date	Account Number
01/20/16 to 02/17/16	03/15/16	33333333

**FINAL BILL**

Amount Due	Amount Paid
\$100.31	\$ AUTOPAY - DO NOT PAY





Any Past Due Balance DUE IMMEDIATELY  
 Your Automatic Payment Date is: MAR 15, 2016

0033333333 0000000 0000000 00000000 5



Back:

**Billing Detail**

	BILLED USE	RATE	AMOUNT
 ENERGY CHARGE	190	0.11309	\$21.49
<b>TOTAL ENERGY CHARGES</b>			<b>\$21.49</b>
 BASIC SERVICE CHARGE			\$12.60
<b>TOTAL SERVICE CHARGES</b>			<b>\$12.60</b>
 EXCISE			\$1.36
TOTAL SALES TAX			\$2.72
<b>TOTAL EXCISE + TAX</b>			<b>\$4.08</b>
 DISCONNECT NOTICE FEE			\$9.25
<b>TOTAL MISCELLANEOUS</b>			<b>\$9.25</b>
<b>CURRENT CHARGES</b>			<b>\$47.42</b>



4240 E. La Palma Avenue  
Anaheim, CA 92807  
(714) 993-2690

Chicago Office  
Downers Grove, IL  
(800) 955-9330

Dallas Office  
Carrollton, TX  
(800) 955-9330

Another Office  
Anytown, USA  
(800) 955-9330

 Customer Service  
1-800-955-9330  
(6-6 M-F)

 Email  
ClientServices@infosend.com

 Online  
www.infosend.com

 Outages (24/7)  
1-555-555-1234

 Twitter  
@-----

 Facebook  
infosendfacebookpage

**Automatic Bill Pay (Electronic Funds Transfer)**

If remembering to pay your electric bill every month is another task you'd like to scratch off your to-do list, then Automatic Bill Payment is the perfect solution for you! This service is free of charge. Please visit our website to download the authorization form:  
<http://www.infosend.com>

**Budget Billing**

Helps you equalize your monthly electric service budget. For more information please visit our website at: <http://www.infosend.com>

**Electronic Billing**

Convenience at its best! Receive your bill securely via your email inbox rather than through the regular mail. Visit our website to sign up:  
<http://www.infosend.com>

**Energy Assistance**

If you would like more information on Energy Assistance, please visit our website at <http://www.infosend.com>



Scan this QR Code with your phone to sign up for eBilling or fill out the information on the change form below.

**Meter Readings**

Meter #	Read Dates			Readings				Details
	From	To	Days	Previous	Current	Multi	Actual Use	
22222	03/06/14	04/03/14	29	587	597	1	10 kWh	


**CONTACT INFORMATION CHANGES**

Sign me up for eBill using the email address below. (Email must be provided.)

E-MAIL: \_\_\_\_\_

BILLING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

DAY PHONE: \_\_\_\_\_ EVENING PHONE: \_\_\_\_\_

NAME: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_



- Information hierarchy based on customer feedback, ensuring Amount Due and Due Date are very clear. Amount Due is placed strategically in multiple locations.
- Color schemes are utilized to enhance labeling of various services and/or charges.
- Usage and historical information are given prime real estate.
- Dynamic message area used.
- Graph done in a circular manner, utilizing multiple colors to communicate the various charges that lead to the total.
- Backside of the bill utilized to communicate details of charges and payment options, labeling with different colors by channel.

## 5.4 PRINTING REQUIREMENTS

**Awarded vendor’s equipment and software must be compatible and accept interface with BS&A software, a Michigan Company.**

InfoSend has extensive experience with the BS&A CIS platform with dozens of successful implementations over the years. Our IT staff and development teams understand BS&A data and related outputs. Some of our current Florida customers operating on BS&A software include: City of Gulf Breeze, City of Crystal River, City of Flagler Beach and South Martin Regional Utility.

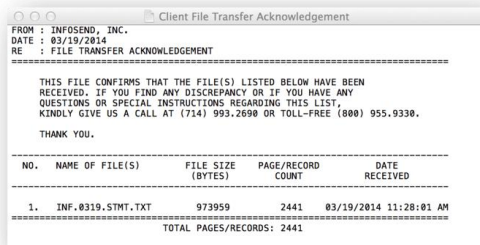
**5.4.1 A postscript, and a color Portable Document Format (PDF) or a PDF file will be transmitted using FTP from the City to the vendor by 10 a.m. each regular working day. Awarded vendor shall notify the Utilities Supervisor if the file is not received successfully by 11 a.m. Both of these files will contain all the bills and inserts which require printing and mailing services. A sample of the postscript and the PDF file is attached. Exhibit files shall be used by the bidder for testing purposes.**

**Delivery via Final Doc Transfer (FDT):** For clients who prefer to store and host PDFs within another software environment, InfoSend is able to deliver the PDFs via Final Doc Transfer in the following ways:

- **Secure FTP Transfer:** Upon batch completion by InfoSend, a PDF file of the batch will be sent via secure FTP to the client with a companion XML index file containing standard details of the PDF batch (account #, PDF page number, etc).
- **Custom Secure FTP Transfer:** Upon batch completion by InfoSend, the PDF data can be delivered in a complete batch or broken down and sent as one PDF file per account or document. In addition, InfoSend can match PDF file naming conventions or provide index data in a specified format. InfoSend will work with the client to define the workflow, and fees may apply depending on complexity.

### File Transfer Acknowledgement Report

Upon client upload of a data file for processing, InfoSend will send the File Transfer Acknowledgement Report as certification of receipt of the file. The File Transfer Acknowledgement Report provides information about the file name, byte size, page/record count and file receipt date. This report is posted to InfoSend’s secure web portal for viewing and is also commonly emailed to designated client staff members.



## 5.4.2 Award vendor's system must be capable of processing the postscript or the PDF file and generating the necessary statements and inserts to be mailed out to customers.

### InfoSend Data Process Flow

InfoSend's Customer Communications Management (CCM) platform is designed to securely and efficiently accept, process and output client data to customers in a reliable and transparent manner. The data flow for InfoSend entails:

1. **Client Input-Data Transfer and Acknowledgement**
2. **Data Processing and Validation**
3. **Document Composition and Sample Approval**
4. **Printing**
5. **Quality Control**
6. **Mailing and Electronic Distribution**
7. **Confirmation and Reporting**

#### 1. Client Input-Data Transfer and Acknowledgement

- **Secure File Upload Options:** On a 24/7 basis, data files can be sent to InfoSend via FTP or SFTP or clients can also log in to InfoSend's secure website and upload files using the HTTPS file upload method. Optionally, and depending on client security requirements, password protected or PGP/GPG encryption can be utilized on the files. When a file is received, it is automatically time-stamped and logged in InfoSend's Job Tracking database.
- **Duplicate File Prevention:** All data transfers are checked against an archive of file-level hashes and if a match is found, the system will detect the file as a duplicate. If a duplicate is detected, the processing program is halted and a warning is generated, calling for immediate follow up by InfoSend support personnel.
- **Multi-File Inputs:** InfoSend's system can be configured to create batches based on multiple source files, as well as wait a predetermined amount of time for more client records to be transferred before beginning the batch processing.
- **Process Confirmation:** Successfully transferred files are identified by client input type, resulting in a confirmation receipt sent.

#### 2. Data Processing and Validation

- **File Integrity:** Each of InfoSend's programs is custom made to work with the clients' specific data file format. Incomplete or erroneous data will result in a program halt, issuing a warning that is escalated to InfoSend support personnel for immediate follow up.
- **Data Checks:** InfoSend programs are set up to check for individual data fields and halt if criteria are not met--for example if a date field contains a value older than an acceptable threshold. All data check halts issue a warning and escalation to InfoSend support personnel.

#### 3. Document Composition and Sample Approval

- **Job Batch Creation:** InfoSend's system will take validated input data and begin processing by assigning a unique production Job Code specific to the client input file(s). This Job Code identifies and accompanies the output through InfoSend's processing.
- **Document Layout and Business Logic:** the input data is rendered by the InfoSend application, resulting in the layout defined during the implementation. Any client defined special business logic conditions are applied at this time.
- **USPS & Special Messaging:** During processing, the system will also validate customer mailing addresses, optionally apply National Change of Address (NCOA) updates, and perform record suppression based on client-defined criteria. The system also performs USPS pre-sorting of records, applying the Intelligent Mail Barcode (IMB) and ensuring the records are in the correct order to maximize postal efficiency. Additionally, InfoSend's CCM platform will check the database for any scheduled messages or inserts to be included with the output.

- **Rendered Output and Sample Review:** Once a file has successfully been rendered, clients have the option to review a sample file containing a PDF output of the documents. Sample outputs can contain a percentage of or the complete output and includes a Process Summary report cover page which lists details on the output work to be performed by InfoSend. Clients are provided the option to either reject and resend their data file with corrections or approve the batch. Once files are approved, an email confirmation of the approval is sent, and the output is released to the manufacturing environment for distribution.

#### 4. Printing

- **Job Priority:** Jobs are printed on an as-received basis, with jobs requiring the shortest turnaround time given priority. InfoSend is committed to meeting the agreed upon mail turnaround times for all clients simultaneously and is staffed and equipped accordingly.
- **Operator Controls:** Once a sample file batch has been approved for printing, files are sent to the print production queue. InfoSend's unique Central Print program monitors print jobs in the production department, prohibiting a job from being printed more than once, and provides operator controls including timestamps of printing time and other tracking metrics. InfoSend production staff with appropriate permissions are granted access to queued files.
- **Job Ticket:** A job ticket is attached during processing to each production run. A job ticket contains information such as printing specifications, form type, envelope options, and whether an insert should accompany the file. The job ticket is printed in our production department and remains with a job until it is released to the USPS for mailing.

#### 5. Quality Control

- **Dedicated Workflow and Staffing:** InfoSend's emphasis on quality and customer satisfaction requires a dedicated step and operator role in the process to validate the printed output. This step in the process takes place after printing but before distribution. Each job is thoroughly checked a minimum of 4 times for general alignment, printing, color or mailing address block issues which would result in problematic processing or mailing: before printing, after printing, upon delivery to the QC department and finally upon delivery to the mailing department.
- **Uniquely Tailored QC Program:** InfoSend has an internally developed workflow that provides onscreen prompts to QC personnel, requesting they check for bill specific information (such as customer name, account number, address) on randomly selected pages throughout the batch. These onscreen prompts are customized to the client's data and ensure the integrity of data throughout the batch before releasing for distribution.

#### 6. Mailing and Electronic Distribution

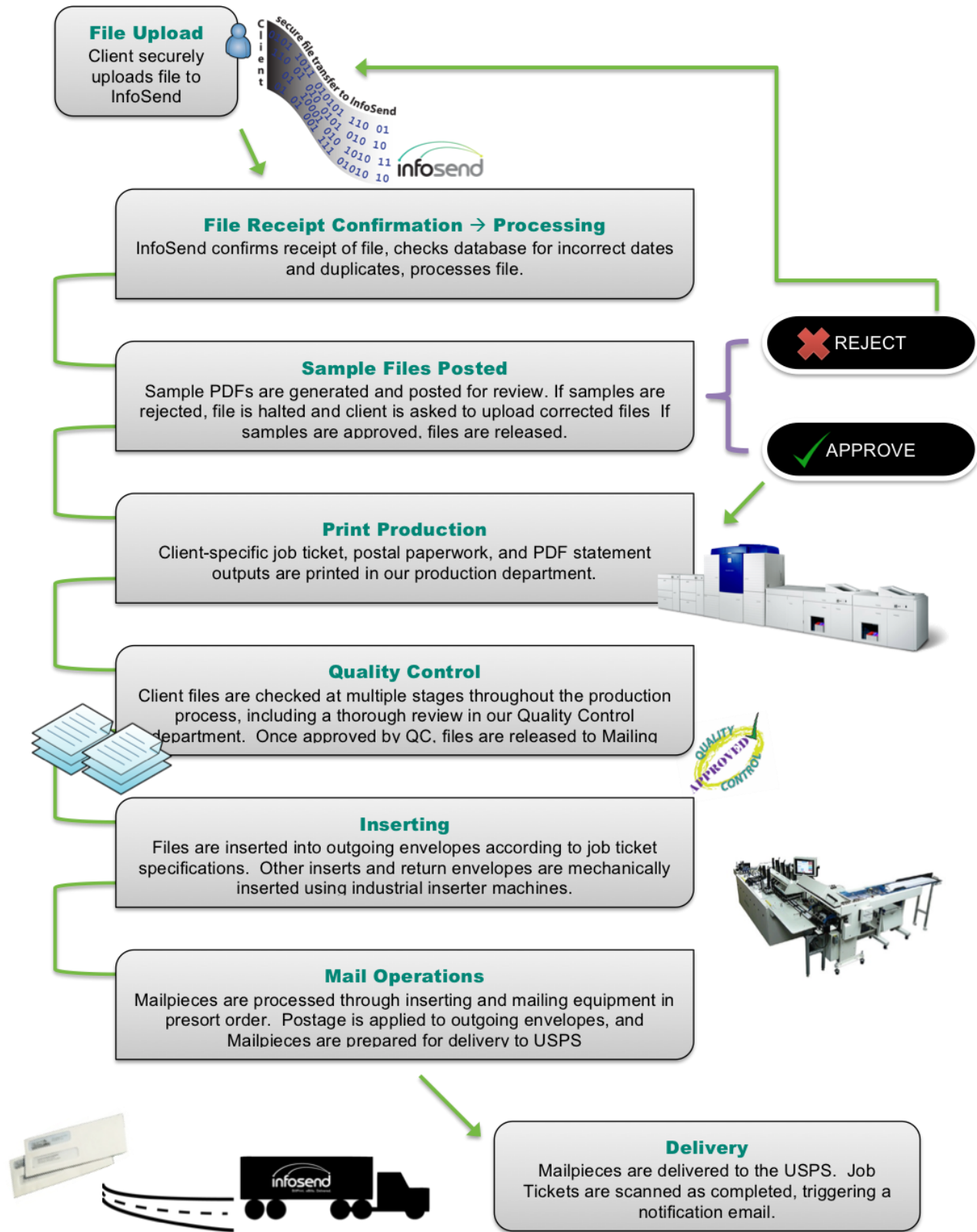
- **Mailing Department:** once a job has gone through Quality Control, it is released to the printing department for fulfillment. All printed pages are matched to the correct materials per the Job Ticket and inserted into the envelope for mailing. Mail that has been inserted is then delivered to the USPS with the appropriate postal paperwork for the USPS to validate prior to induction. Upon delivery to the USPS, either at the onsite Detached Mail Unit (DMU) or local distribution center, the job batch is scanned as completed by an InfoSend operator.
- **Electronic, Multi-Channel Distribution:** upon completion of the job batch, InfoSend's CCM platform begins the electronic distribution of customer records to the InfoSend archive, hosted eBusiness system, back to the client, or other third party distribution networks.

#### 7. Confirmation and Reporting

- **Process Confirmation:** once InfoSend has completed the distribution of the client job batch, a confirmation receipt is sent to the client with details on the job batch execution. This receipt serves as the final notification regarding the input data received.
- **Reporting:** InfoSend's platform also provides robust reporting back to clients on the output services performed. InfoSend offers detailed address update and suppression reporting, as well as customized, detailed breakdown of the fulfillment.

See the next page for an in-depth diagram illustrating the entire process.

# Data Processing Workflow Diagram:



**5.4.3 Statements may incorporate general and/or individualized messages and provide for customized inserts when directed.**

**Message Manager**

This free account management tool is a custom-built web-based application that allows clients to control the messages that print on output. Clients can schedule the messages months or even years in advance, as well as set criteria to assign unique messages to different types of customers, or even to individual accounts. A PDF preview displays the message in the actual font that will be used.

Below you will find a list of all messages your company currently has pending:

File Type	Message Name	Message Type	Message Area	Start Date	End Date	Status	Test?	Message
STATEMENTS	Rate Change Notice	HtmlMessage	HTMLBox	2013-01-01	2013-02-28	Active	No	Rates are ...
STATEMENTS	Holiday Schedule	HtmlMessage	HTMLBox	2012-12-01	2012-12-31	Active	No	Please not...
STATEMENTS	Fall Marketing Message	HtmlMessage	HTMLBox	2012-10-01	2012-11-30	Active	No	This fall ...
STATEMENTS	New Community Center	HtmlMessage	HTMLBox	2012-08-01	2012-09-30	Active	No	Visit the ...
STATEMENTS	Revised Business Hours	HtmlMessage	HTMLBox	2012-06-01	2012-07-31	Active	No	Business h...

Add Message For: Please Select Add Message

File Type: STATEMENTS

Message Type: HtmlMessage - HTMLBox

Message Name:

Start Date (YYYY-MM-DD):  -  -

End Date (YYYY-MM-DD):  -  -

Accounts  (See Description Above):

Message:

Test (Check this if this is a test message that should \*NOT\* be included on production jobs):

Next

**Insert Management**

The Insert Management tool is designed for clients to control what additional materials will be included with the standard output. Clients may request InfoSend Produced Inserts as well as schedule drop-shipped inserts from within the tool. The tool also provides the history of all Insert requests for client reference.

Here is a list of the last 50 insert requests made by your organization.

Show All Inserts

Insert Name	Run Date	Request Submitted On	Insert Status	Programs	Insert Type	Details
*** June 2012 EU Today Newsletter	2012-05-25 to 2012-06-25	2012-05-18 16:04:21	Insert is Approved and Active	INF	Drop Shipped	<a href="#">View</a>
*** May 2012 Electric Dispatch	2012-04-25 to 2012-05-24	2012-04-30 07:27:32	Insert is Approved and Active	INF	Drop Shipped	<a href="#">View</a>
*** May 2012 EU insert	2012-05-03 to 2012-06-01	2012-04-04 12:05:06	Insert is Approved and Active	INF	InfoSend Produced	<a href="#">View</a>

**5.4.4 Laser printer shall be used to print statements and letters with a minimum of 600 x 600 dots per inch (dpi) resolution.**

The baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI.



**5.4.5 Duplex printing is required. Awarded vendor shall have at least one duplex capable printer available onsite at their facility.**

InfoSend supports duplex printing and agrees to meet this requirement.

**5.4.6 Awarded vendor's bill printing program must be capable of generating and imprinting current and future U.S. Postal Service Delivery Point barcode requirements in the address block of customer letter(s) or statement(s). The awarded vendor shall be responsible for compliance with all U.S. Postal Service requirements for mail processing.**

InfoSend supports this requirement.

In 2009 the USPS introduced the cost-saving Full-Service mailing option using the Full-Service Intelligent Mail barcode. The Full-Service option provides a number of benefits for qualifying mail pieces. One of the most significant is a postage discount of \$0.003 on each qualifying mail piece below the normal lowest pre-sort 5-digit postage rate. InfoSend, by default, will implement the Full-Service Intelligent Mail barcode within client documents produced, saving clients many thousands of dollars in postage costs.

**5.4.7 Awarded vendor must be CASS (Coding Accuracy Support System) certified to ensure that mailings are addressed and bar-coded in order to achieve the lowest possible postal rates.**

**Coding Accuracy Support System (CASS)**

InfoSend processes each client file through United States Postal Service (USPS) certified and approved software to ensure the Coding Accuracy Support System (CASS) routine is run. The CASS system improves the accuracy of carrier route, 5-digit ZIP, ZIP + 4, performing Delivery Point Validation (DPV) on mail pieces, and digitally presorts the order of mail for USPS efficiency. Utilizing CASS certification allows InfoSend to obtain the maximum presort postage discounts for client mailings.

**5.4.8 Awarded vendor is responsible for including the Optical Character Recognition (OCR) readable scan line on the statements for mailing purposes. The scan line shall be included below the mailing address and must be clearly visible.**

For documents with OCR, barcode or remittance requirements, InfoSend supports full compliance with any specification, including lockbox testing with the delivery of production samples prior to Go-Live. Any information that requires being captured in the OCR line and can be supported by the number of characters in the line can be accommodated.

**5.4.9 Prior to the initial production run, the awarded vendor will be requested to provide a hard copy "color match" proof within five (5) business days after request. The City has the sole authority to approve color matches. Rejected proofs shall be re-run and re-submitted to the City for approval at no additional cost and no later than the next business day following notice of rejected proof.**

InfoSend agrees with this requirement. Once the project is set up our Client Services representative will provide the City with a hard copy proof in order to obtain authorization prior to print production. InfoSend has a robust Quality Control department that reviews all client documents prior to print production and mailing. Should print errors be discovered during the QC process or proofs be rejected by the City, InfoSend will re-submit them at no additional cost.

**5.4.10 Awarded vendor shall be ready to begin printing and mailing provide services within fifteen (15) calendar days of Notice of Award from the City. Final approval from the City's utility supervisor or appointed designee, must be obtained in writing, before printing.**

InfoSend accepts this requirement. Data is assumed to be Postscript or PDF format.

**5.4.11 Awarded vendor shall print each file, tri-fold and envelope and mail no later than 4pm on the same day (Daily or biweekly Activity). Awarded vendor shall FTP a PDF file (no later than 4pm) with all the**

statements that were mailed that day. The City provide a FTP site where the vendor will submit the required daily files.

InfoSend accepts this requirement.

**5.4.12 Awarded vendor shall e-mail bi-weekly processing report to the provided e-mail addresses, with the volume of statements, letters and inserts mailed, the associated charges and any exceptions not mailed.**

## Process Summary Report

The Process Summary Report is a detailed PDF document that summarizes key data points contained within a document run batch. If a client chooses to review sample files prior to printing, the Process Summary Report will be included as a cover page within each set of samples. It is also posted to InfoSend's "Reports" tab of the web portal in PDF form. The Process Summary Report details important information such as data files that were included within the job, document details such as page count and batch amount if documents are bills, print output information, suppressions, inserts included, and USPS presort counts and estimated postage.

Filename		File Received	
INFOSEND_BILLINGDATA_20130929A.TXT		2013-09-29 09:25am	
INFOSEND_CYCLEDATA_20130929A.TXT		2013-09-29 09:25am	

Accounts	First Pages	Total Pages	Batch Amount
12,000	12,000	18,000	\$900,000.00

Accounts	First Pages	Total Pages	Amount	Mailpieces	Non-Barcoded Mailpieces	Householded Mailpieces	NCOA Updates
11,000	10,000	14,000	\$800,000.00	10,005	77	95	38

Accounts	First Pages	Total Pages	Amount	Name
250	250	250	\$25,000	Undeliverable Address
250	250	250	\$25,000	Client Suppression Rule(s)
250	250	250	\$25,000	eBilling Paperless Suppression
250	250	250	\$25,000	InfoSend Exception Processing

Name	Count
N3896 - Online Payment Options	5,460
N3904 - Fall Water Conservation	10,000

Name	Count	Amount
Presorted Mailpieces	9,000	\$3690.00
Non-Presorted Mailpieces	500	\$220.00
Non-Barcoded Mailpieces	350	\$154.00
Extra Postage (Non-Standard Mailpiece)	150	\$112.50

## Process Confirmation Report

The Process Confirmation Report is emailed to designated client staff members as well as posted to the reports section of the web portal after documents have been completed for mailing and released to the USPS. This report provides confirmation that InfoSend has released a job's mail pieces to the USPS for mailing. The Process Confirmation Report can be created in one of three different formats: plain text, XML or HTML.

This report provides the name of the file(s) mailed along with a detailed mail count. For statements, invoices and other financial documents, the total dollar amount is also provided. Additional information can be provided after the "totals" section of the report. For example, addresses that could not be verified for delivery point validation can be listed at the end of this report.





> 30 PS Hours – TBD based on requirements and scope of work

1. \*InfoSend does not bill for changes that require under 1 PS Hour
2. **Application Build, Testing, Tracking:** upon client approval of the SOW, the change request enters the InfoSend queue and works begins according to the timeline. The changes are built, approved with the following milestones:
  - **Project Tracking:** Depending on the scope of the change request, a project tracking document may be utilized to ensure all scope items are monitored, reviewed and approved by the client.
  - **Development Environment:** changes are made by the InfoSend programmer in a controlled, separated development environment, using code source control.
  - **Sample Review and Approval:** InfoSend's dedicated Account Manager reviews samples, and if acceptable provides them for Client review, feedback and sign off. If a project tracking doc was utilized, all open scope items are reviewed individually with the client prior to approval.
3. **Deployment:** client approval is logged in the CRM tool, and the code deployment is scheduled. Code changes are checked in and deployment to production is performed by authorized personnel. For projects where output was completely redesigned, InfoSend's Account Manager is required to complete a First Live run review, and complete a Go Live checklist to ensure accuracy. At client discretion, InfoSend may also enable Sample Approval workflow for the client to review the first live run prior to release to customers.

#### 5.4.14 Awarded vendor must be able to print special individualized inserts, and/or general customer messages on statements.

See response to 5.4.3 for info on Message Manager.

### InfoSend Direct Communication Service

InfoSend's Direct Communications Service allows clients to reach their customers with impactful messaging campaigns, leveraging InfoSend's expertise as document production and mailing specialists. With the same emphasis on excellent customer service as InfoSend's core services, InfoSend's Direct Communications (DC) Team provide a comprehensive source to design, develop and send information to your customers in just the right format. The DC Team helps clients avoid juggling vendors and excessive drop shipping costs by producing their content "in house" with InfoSend.

With online tools to request and track production, InfoSend is able to produce an array of communication types, with a range low cost black and white through full color on glossy stock:

- **Buckslips**
- **Postcards**
- **Letters**
- **Flyers**
- **Folded Brochures**
- **Envelope Graphics**

Communications produced by InfoSend leverage InfoSend's Customer Communications Management (CCM) platform to ensure the message is delivered to the right customers on-time and in the channels. Communications can be inserted with existing client mailings performed by InfoSend, or printed "inline" with the existing document as an additional page. The communication can also be inserted "selectively", allowing clients to target specific customers.

All mailings and communications can include graphical messaging on the mailed envelope as well, allowing clients to communicate to customers even before the mail pieces is opened.

#### 5.4.15 All statements, letters and mailing envelopes (as required) shall be imprinted with the City color logo as per the PDF file which will be provided to the awarded vendor at the Post Award/Kick-off meeting.

**If the City logo changes during the course of the contract, awarded Contractor will be provided with an updated PDF.**

InfoSend accepts this requirement.

#### **5.4.16 All printing format must meet lock box requirements.**

InfoSend will work closely with your current lock box provider. In addition, we also offer remittance processing services, should they be needed through a partnership with BankUp.

### **BankUp Lockbox Services**

InfoSend partners with BankUp Corporation to provide Accounts Receivable and Accounts Payable automation for clients. Bank Up provides comprehensive solutions to assist municipalities, government agencies, utilities, financial institutions, healthcare providers, property managers, insurance companies and other commercial customers in managing and mobilizing funds, reducing operating costs and improving operational efficiencies while increasing customer satisfaction. The InfoSend/BankUp partnership enables billers to process payments through either an outsourced lockbox solution or on-premise utilizing Bank Up's proprietary technology.

#### **BankUp Solutions**

- Outsourced Lockbox Processing provides billers with a secure, reliable location to have payments mailed and processed. Payments are guaranteed to be processed and funds deposited to biller banks the same day that payments are received
- All payments processed are electronically uploaded via Check 21 to biller banks each day
- All payments are placed into an electronic payment file and uploaded each day to the biller's CIS
- All processed payments (remittances and checks) are available online through the BankUp Customer Service Interface/Image Archive
- eLockbox provides a solution for billers to receive electronic deposits of customers' home banking bill-pay checks from thousands of financial institutions instead of paper checks with no accompanying remittance document. These payments become part of the daily payment file upload to the biller's CIS
- FLEXRPS is Bank Up's on-premise solution which provides all of the same capabilities as lockbox except that payments are processed by the biller utilizing Bank Up's proprietary technology
- Advanced Invoice Data Capture provides an outsourced solution for those billers looking to automate the AP process. BankUp's solution provides automation to improve efficiencies, reduces invoice processing time, provides approval automation and uploads AP data into any ERP or accounting system

BankUp works closely with InfoSend and their billers to define the bill presentment parameters, create and test all printed documents to ensure feasibility of integrating with all Bank Up processing technology.

**5.4.17 Upon inception of this contract and each time there is a change to the look or format of the bill, awarded vendor shall send a proof of bill format to the City's utility supervisor or appointed designee for approval prior to implementing format change.**

See response to 5.4.13.

Client approval is logged in the CRM tool, and the code deployment is scheduled. Code changes are checked in and deployment to production is performed by authorized personnel. For projects where output was completely redesigned, InfoSend's Account Manager is required to complete a First Live run review, and complete a Go Live checklist to ensure accuracy. At client discretion, InfoSend may also enable Sample Approval workflow for the client to review the first live run prior to release to customers.

**5.4.18 The mailing envelope must clearly display the City's color logo and the entire customer address and UPS barcode either by way of imprinting on the envelope or clearly displayed in a window style envelope. Window style envelope must be approved by the City during the pre-production proof phase.**

See response to 5.3.5.

InfoSend's Account Managers are trained in the use of various graphic design tools which are leveraged to create your documents. The Account Manager assigned to this project will work with the client's project team to create outputs which meet the high standards expected by our clients. Wherever possible we will look to provide suggestions to improve the look, feel, readability and/or response rate for your custom communications using our extensive experience in a wide-variety of industries. All of the graphic design work for your projects will be conducted in-house at InfoSend allowing for us to maintain a high level of quality and responsiveness to your requirements.

## **5.5 MATERIAL SPECIFICATIONS**

### **5.5.1 All statements, various letters and special notices shall be produced on 24-28 lb. laser type white paper (8 1/2" x 11").**

InfoSend meets the City's paper requirement. InfoSend utilizes 8 1/2 x 11, white 24 lb. paper as standard to strike the right balance between cost and reliability.

### **5.5.2 All customer newsletters shall be printed on 80 lb. glossy laser type white paper (8 1/2" x 11").**

InfoSend accepts this requirement.

### **5.5.3 Unless specifically requested, all paper shall be white.**

InfoSend accepts this requirement.

### **5.5.4 Awarded vendor shall not make any design changes at their own discretion, without prior approval from the City's utility supervisor or appointed designee. In the event awarded vendor does make any design change(s) that are unacceptable, the awarded will be responsible to reproduce original job within three (3) business days at their sole expense and at no additional cost to the City.**

InfoSend accepts this requirement.

Any changes needed to be made to the City's bill and envelope design will be detected during implementation and the Account Manager will work closely with the City's staff to make them compliant. No changes will be made to any of the City's document types without the City's acknowledgement and approval.

### **5.5.5 Mailing envelopes will be #10 (inches: 4.125 x 9.5) window envelopes (white) with the City's return mailing address printed City's logo (in color).**

## **InfoSend Standard #10 and #9 Envelopes**

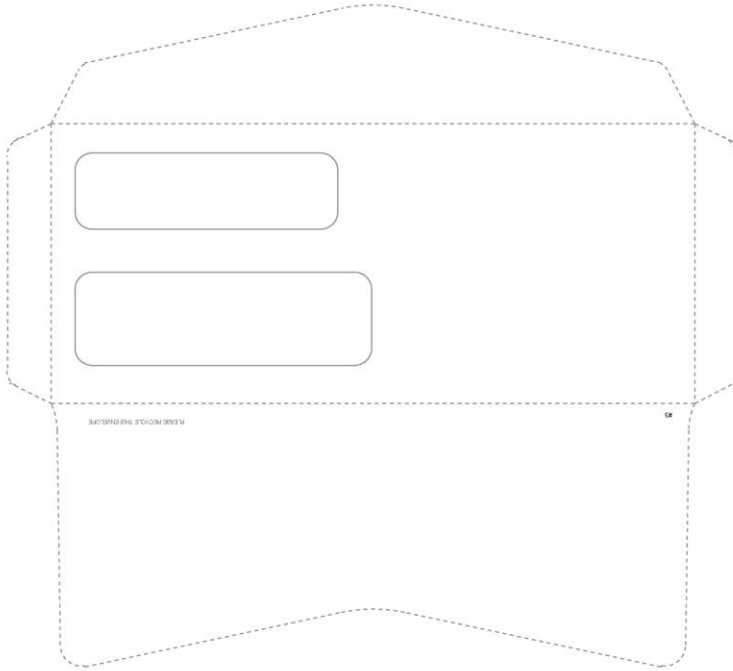
InfoSend is proposing our standard envelopes.

Our standard and reliable outgoing #10 and return #9 envelopes are predominantly manufactured and stocked by InfoSend and have strategically placed windows which allow client logos to be visible for the customer prior to opening, as well as tinting to ensure data privacy.

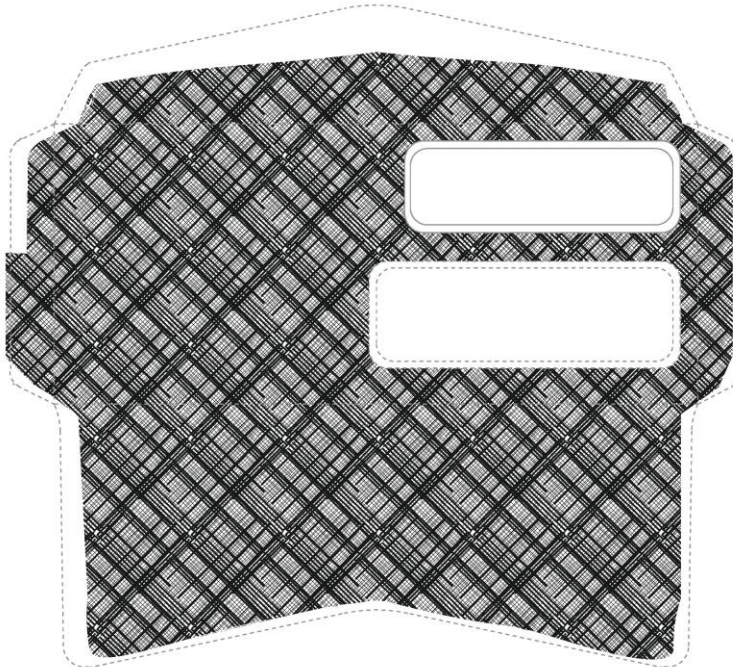
For all clients that use standard envelopes, InfoSend's standard double window #10 and single window #9 envelopes are sustainably produced and are provided at no additional cost to clients. The Sustainable Forestry Initiative ensures materials are sourced from sustainably managed forests. Please visit [www.sfiprogram.org](http://www.sfiprogram.org) for more information.\*

# Standard #10 Envelope

Outside:



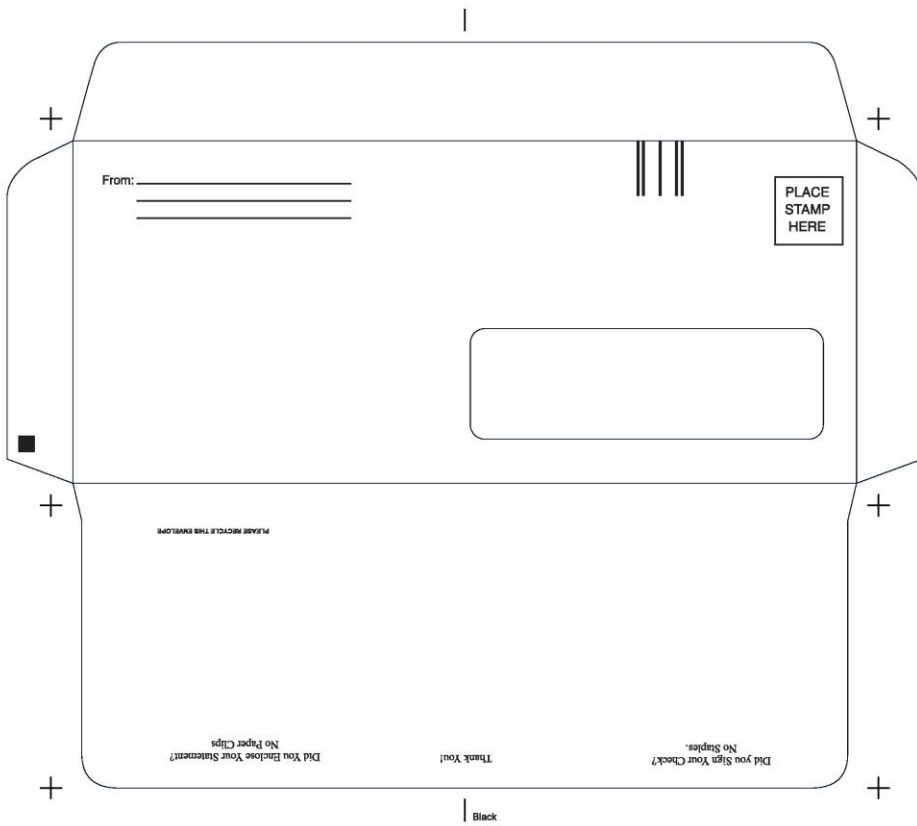
Inside:



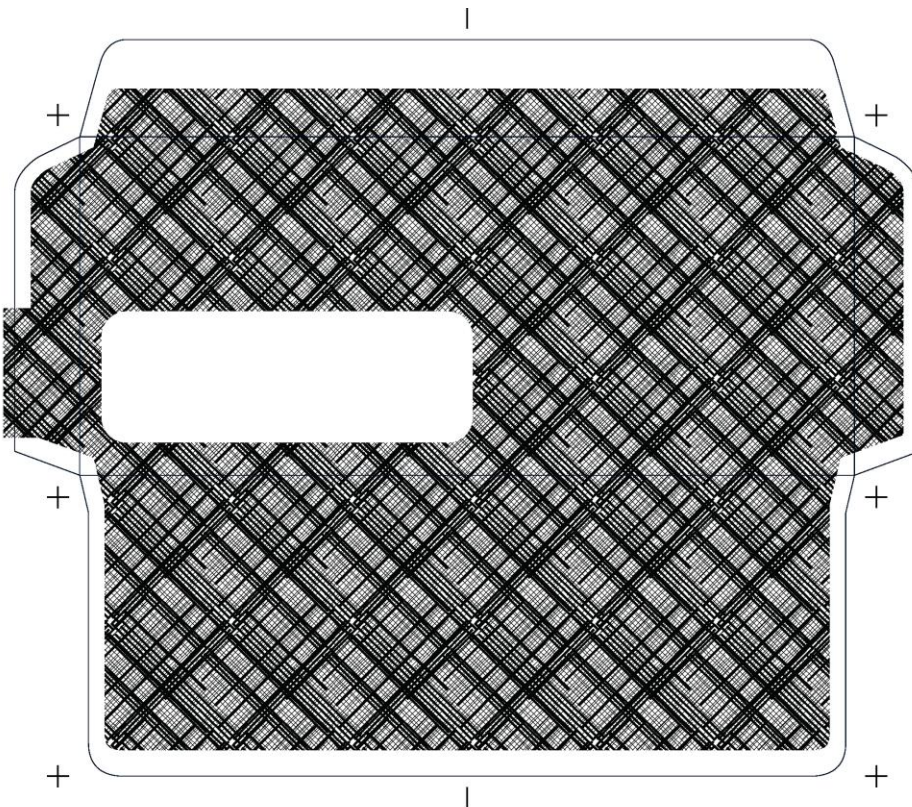


# Standard #9 Envelope

Outside:



Inside:





## **Intelligent Mail Barcode**

InfoSend, by default, will implement the Full-Service Intelligent Mail barcode within client documents produced, saving clients many thousands of dollars in postage costs.

### **5.5.6 Statements shall provide perforated remittance advice with bar coding.**

Any bill or letter that requires a tear-off remittance stub will include a micro perforation for a clean and smooth edge (lockbox compatible).

### **5.5.7 Example of documents to be printed are provided as reference and are intended as examples only.**

InfoSend acknowledges this and will work with the City to generate documents in line with the examples provided.

## **5.6 TECHNICAL SERVICES**

### **5.6.1 INITIAL SET-UP This covers a one-time (lump sum) price for the initial setup (includes design, programming and re-work of needed, for awarded vendor to set up the City's Mailings (per Exhibits).**

InfoSend has waived the cost for the initial setup and implementation for this project.

### **5.6.2 TECHNICAL SERVICES LABOR If the City decides to update and enhance their bill statements from the original design, additional hourly Labor Charge for Technical Services allows for changes to be made. In the event the City desires to make such changes, the Utility Supervisor or designee will provide the awarded vendor with a scope of work for the enhancements to be made; inter, the awarded vendor will provide an hourly estimate for the projected Technical Labor charge for required programming and design work. Contractor shall not perform any work without authorization of the City by issuance of a purchase order (PO)**

See response to 5.4.13.

### **5.6.3 MAIL METERING AND POSTAL SERVICES 5.6.3.1 Awarded vendor's bill print program will validate and correct customer address utilizing either a Coding Accuracy Support system (CASS) certified process, or Multi-line Accuracy Support System (MASS) certified equipment each time statement data is submitted for processing.**

InfoSend fully supports CASS.

#### **Coding Accuracy Support System (CASS)**

InfoSend processes each client file through United States Postal Service (USPS) certified and approved software to ensure the Coding Accuracy Support System (CASS) routine is run. The CASS system improves the accuracy of carrier route, 5-digit ZIP, ZIP + 4, performing Delivery Point Validation (DPV) on mail pieces, and digitally presorts the order of mail for USPS efficiency. Utilizing CASS certification allows InfoSend to obtain the maximum presort postage discounts for client mailings.

### **5.6.3.2 Awarded vendor shall utilize the most current National Change of Address (NCOA) software to ensure accuracy.**

#### **USPS Move Updates**

InfoSend ensures that clients comply with the USPS Move Update requirements. Mailers must use a USPS approved method to keep client customer address database up to date to qualify for presort discounts. Per USPS requirements clients must update the addresses in the database using the information that is reported back by the USPS. Failure to update addresses within the USPS's deadline will result in the loss of presort postage discounts.

InfoSend offers two move update services that are compliant with the USPS:

1. **Address Change Service (ACS):** when this option is selected the USPS forwards client mail to the new address and records the action in their database. InfoSend retrieves this information weekly and sends clients an electronic report of the forwards.
2. **NCOALink Service:** with this option InfoSend uses the NCOALink database to find the new addresses during data processing. The new addresses can be printed on documents before they are mailed, or printed as-is and forwarded to the new address by the USPS.

In either scenario, clients receive electronic reports of the new addresses after each batch is mailed. If a client elects to have the USPS forward the mail, the addresses must be updated within 90 days.

**5.6.3.3 Awarded vendor shall deliver all daily mailings (statements, letters and/or newsletters) sorted, sequenced, packaged with forms/reports required by the Domestic Mail Manual (DMM) to the U.S. Post Office prior to the "Permitted Mail" on the same day that proof was approved.**

InfoSend accepts this requirement.

**5.6.3.4 All mail shall be bar coded per postal specifications. The City shall provide the awarded vendor with the City's Postal Permit number. AWARDED VENDOR SHALL USE DUE DILIGENCE TO MINIMIZE THE POSTAGE COST OF ALL BULK MAIL. Awarded vendor shall presort mail in order to achieve bulk rates. The awarded vendor will utilize sorting methods to maximize mailing discounts and provide detailed reports of items contained in the mailing as required by the DMM.**

## USPS Compliance and Efficiency Highlights

- InfoSend maintains ongoing USPS regulatory compliance and cost savings on behalf of clients, standard.
- Full Service with Intelligent Mail Barcode (IMb) certified, ensuring clients with qualified mailings receive lowest automated postage rate.
- Address validation applied via Coding Accuracy Support System (CASS) and Delivery Point Validation (DPV), improving the accuracy of addresses and lowering postage.
- Customer Move Updates optionally applied and reported via the NCOALink database or Address Change Service (ACS).
- Detached Mailing Unit (DMU) designation, with USPS personnel on-site at select InfoSend facilities, expediting mail entry into the USPS system and increasing overall efficiency.
- Ability to "house-hold" multiple documents intended for the same customer into a single envelope to provide postage savings.

## USPS Compliance and Efficiency

InfoSend's Customer Communications Management (CCM) platform allows InfoSend to distribute client output to multiple channels, including mail via USPS. InfoSend, as a mailing service provider, maintains technology and USPS compliance to ensure clients are getting the best postage rates and features from mailings.

Postage is the *most expensive component* of mailed document production, a very important cost consideration when selecting a document production partner and not all vendors provide the most cost-saving discounts available. InfoSend utilizes the following methods to ensure clients are mailing with optimal efficiency.

### Full Service with Intelligent Mail Barcode (IMb)

In 2009 the USPS introduced the cost-saving Full-Service mailing option using the Full-Service Intelligent Mail barcode. The Full-Service option provides a number of benefits for qualifying mail pieces. One of the most significant is a postage discount of \$0.003 on each qualifying mail piece below the normal lowest pre-sort 5-digit postage rate. InfoSend, by default, will implement the Full-Service Intelligent Mail barcode within client documents produced, saving clients many thousands of dollars in postage costs.

### Coding Accuracy Support System (CASS)

InfoSend processes each client file through United States Postal Service (USPS) certified and approved software to ensure the Coding Accuracy Support System (CASS) routine is run. The CASS system improves

the accuracy of carrier route, 5-digit ZIP, ZIP + 4, performing Delivery Point Validation (DPV) on mail pieces, and digitally presorts the order of mail for USPS efficiency. Utilizing CASS certification allows InfoSend to obtain the maximum presort postage discounts for client mailings.

## USPS Move Updates

InfoSend ensures that clients comply with the USPS Move Update requirements. Mailers must use a USPS approved method to keep client customer address database up to date to qualify for presort discounts. Per USPS requirements clients must update the addresses in the database using the information that is reported back by the USPS. Failure to update addresses within the USPS's deadline will result in the loss of presort postage discounts.

InfoSend offers two move update services that are compliant with the USPS:

1. **Address Change Service (ACS):** when this option is selected the USPS forwards client mail to the new address and records the action in their database. InfoSend retrieves this information weekly and sends clients an electronic report of the forwards.
2. **NCOALink Service:** with this option InfoSend uses the NCOALink database to find the new addresses during data processing. The new addresses can be printed on documents before they are mailed, or printed as-is and forwarded to the new address by the USPS.

In either scenario, clients receive electronic reports of the new addresses after each batch is mailed. If a client elects to have the USPS forward the mail, the addresses must be updated within 90 days.

## Detached Mailing Unit (DMU)

InfoSend's Anaheim headquarters and Downers Grove facilities are designated as a USPS Detached Mail Unit (DMU). Having DMU status means that outbound first-class mail is inspected by USPS employees located at the production facility, removing the need for mail to be inspected after delivery to the USPS. Mail that is presorted at InfoSend's facility is directly entered into the postal distribution system, expediting mail delivery times and increasing the volume of mail InfoSend can induct daily while reducing overhead.

## Ongoing USPS Enhancements

As USPS requirements, customer behaviors and client needs evolve, InfoSend will enhance the service offering. InfoSend's dedicated research and development staff stay ahead of the USPS changes and mandates, maintaining close contact with USPS representatives to ensure compliance. In addition, InfoSend's development staff meets routinely to discuss upcoming USPS enhancements, scheduling development far in advance to ensure a seamless transition for clients. Should any USPS changes, such as rate increases, require client awareness, InfoSend's Client Services department sends email notifications to clients and closely coordinates changes to output to minimize impact.

**5.6.3.5 Awarded vendor shall provide to the City a statement of USPS charges (reported daily as well as monthly) and to be included together with the awarded vendor's monthly invoice.**

## InfoSend Invoicing

InfoSend has devised a client-friendly workflow for producing invoices in a reliable, timely and transparent manner. All data for InfoSend's invoicing is driven by the data processing engine, with accurate software and operational controls to ensure counts are reconciled throughout the process.

InfoSend is capable of providing invoices in formats that fit the needs of the client accounts payable for reconciliation. Invoices can be provided via mail and electronically, as well as on a weekly, bi-monthly or monthly schedule.

A standard client invoice will be provided with an invoice number for reference and includes details of each job batch and output performed by InfoSend that resulted in billable items.



**INVOICE**

AMOUNT PAID	DATE	INVOICE NO.
	2/29/2018	131263

ATTN:  
 SAMPLE CUSTOMER  
 PO BOX 1234  
 ANAHEIM, CA 92807-1234

TERMS	DUE DATE	P.O #	ACCOUNT #	INVOICE
NET 30	3/19/2018		5320	131263

DATE	DESCRIPTION	QTY	RATE	AMOUNT
2/15/18	ABC1214A: Statement Data Processing/Print/Mail Prep Service	37,303		
	ABC1214A: 8.5 x 11 Form	37,303		
	ABC1214A: #10 Standard Envelope	37,300		
	ABC1214A: Standard #9 Return Envelope	37,267		
	ABC1214A: Statement Postage (Level-1 Sort) (37,296 Mailpieces)	1		
	ABC1214A: Statement Postage (Non Bar-Coded) (7 Mailpieces)	1		
	ABC1214A: Address Update	16		
	ABC1214A: Print Image Archiving - 12 Months Retention	37,303		
	ABC1214A: CHW1214STMT 0011.PDF			
THANK YOU FOR YOUR BUSINESS		<b>Total</b>		

For clients that would prefer to work with the invoice data for additional levels of reconciliation, InfoSend also provides a Process Detail Report for all billable items in a CSV format that may be loaded into Excel. This report for the invoice allows clients to group, sum and analyze the itemized billable elements, from documents to postage, as required for their process.

A	B	C	D	E	F	G	H	I
Job Code	Client ID	Cycle ID	Item Description	Pages	Qty	Rate	Total	
1 INF0617A	513	6766	Additional Dynamic Color Printing fee per page	1	139	1	139	
3 INF0617A	513	6766	NCOA Address Change Service	1	10	1	10	
4 INF0617A	513	6766	Statement Data Processing/Printing/Mailing Service Fee	1	139	1	139	
5 INF0617A	513	9313	Additional Dynamic Color Printing fee per page	1	38	1	38	
6 INF0617A	513	9313	NCOA Address Change Service	1	2	1	2	
7 INF0617A	513	9313	Statement Data Processing/Printing/Mailing Service Fee	1	38	1	38	
8 INF0617A	513	11090	Additional Dynamic Color Printing fee per page	1	52	1	52	
9 INF0617A	513	11090	NCOA Address Change Service	1	2	1	2	
10 INF0617A	513	11090	Statement Data Processing/Printing/Mailing Service Fee	1	52	1	52	
11 INF0617A	513	11102	Additional Dynamic Color Printing fee per page	1	103	1	103	
12 INF0617A	513	11102	DPV Failed/Suppressed	1	1	1	1	
13 INF0617A	513	11102	NCOA Address Change Service	1	9	1	9	
14 INF0617A	513	11102	Statement Data Processing/Printing/Mailing Service Fee	1	103	1	103	
15 INF0617A	513	11133	Additional Dynamic Color Printing fee per page	1	87	1	87	
16 INF0617A	513	11133	NCOA Address Change Service	1	1	1	1	

**5.6.3.6 Awarded vendor shall provide the City a file of updated customer addresses the first and third Friday of every month by no later than 3:00PM EST by email to the utilities supervisor.**

**Address Update Report**

Address Updates including NCOALink hits or ACS updates are provided in InfoSend’s reporting section. The ACS/NCOALink report is available in three formats: plain text comma delimited, XML or HTML. Most address update reports are either comma delimited or XML formatted so that InfoSend’s clients can automate the process of loading updates into their customer information system.

### Address Updates

You may view your ACS/NCOA reports by clicking on the corresponding links.

Date	Jobcode	Viewed
2014-03-20 12:10:45	<a href="#">N_DLY0319A</a>	<input type="checkbox"/>
2014-03-14 16:54:16	<a href="#">N_DLY0313A</a>	<input type="checkbox"/>
2014-03-07 13:06:08	<a href="#">N_DLY0306A</a>	<input type="checkbox"/>
2014-03-04 16:50:55	<a href="#">N_DLY0304A</a>	<input type="checkbox"/>

	A	B	C	D	E	F	G	
1	MailSequenc	MailerID	JobCode	AccountNum	OAddr1	OAddr2	OCity	OSt
2	700003880	107315	INF0307A	000000-01	123 Water St		WOODLAND	CA
3	700004170	107315	INF0307A	000000-02	4240 E La Palma		LOS ANGELE	CA
4	700004156	107315	INF0307A	000000-03	5454 Main St		LOS ANGELE	CA
5	700004182	107315	INF0307A	000000-04	456 Water St		TORRANCE	CA
6	700004080	107315	INF0307A	000000-05	124 Water St		LOS ANGELE	CA
7	700004048	107315	INF0307A	000000-06	4241 E La Palma		LONG BEACH	CA
8	700003938	107315	INF0307A	000000-07	5455 Main St		LOS ANGELE	CA
9	700003967	107315	INF0307A	000000-07	5455 Main St		LOS ANGELE	CA
10								

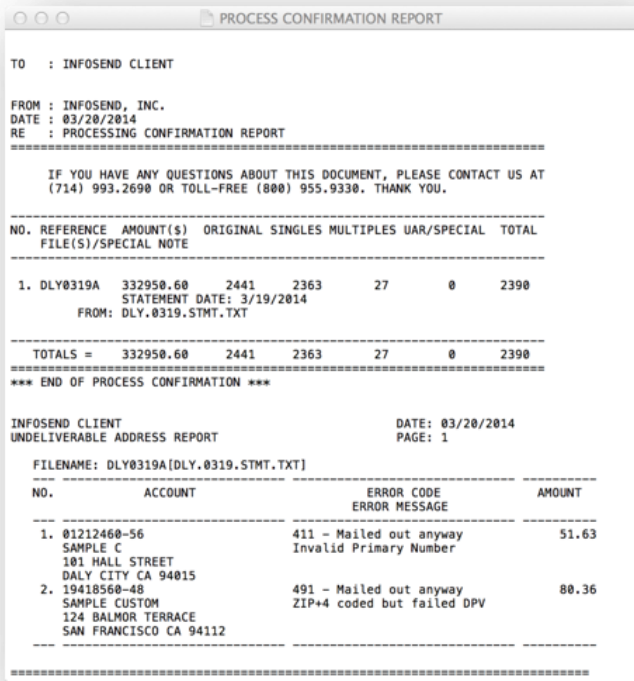
### 5.6.3.7 Awarded vendor shall provide a file of any customer statements that failed CASS or MASS review and not mailed on a daily basis (by 4PM EST) by email to the utilities supervisor.

InfoSend accepts this requirement. See below for details on our Process Confirmation Report that is provided with every statement run, which includes a listing of mailing addresses that could not be CASS certified.

#### Process Confirmation Report

The Process Confirmation Report is emailed to designated client staff members as well as posted to the reports section of the web portal after documents have been completed for mailing and released to the USPS. This report provides confirmation that InfoSend has released a job’s mail pieces to the USPS for mailing. The Process Confirmation Report can be created in one of three different formats: plain text, XML, or HTML.

This report provides the name of the file(s) mailed along with a detailed mail count. For statements, invoices, and other financial documents, the total dollar amount is also provided. Additional information can be provided after the “totals” section of the report. For example – addresses that could not be verified for delivery point validation can be listed at the end of this report.



## 5.7 PRICING/INVOICING

### 5.7.1 Pricing shall be inclusive of all machine set up costs, materials, printing, supplies, sorting, postal preparations and mailings (less postage).

See pricing details below:

#### Client Volume Assumptions

##### Customers Billed Monthly

- 9,000 Statements
- 2,000 Special Notices

##### Number of Batches Monthly

- Data is sent on a daily basis – 20x per month
- Files are transmitted each regular working day by 10:00am EST and mailed by 4:00pm same day

#### InfoSend Data Processing, Print and Mail Pricing

##### Document Production Summary

<b>Utility Bill Statement or Notice – Annual CPI</b> One 8.5 x 11 Page up to 4/2 with Return Envelope	<b>\$0.137 per document</b>
<b>Utility Bill Statement or Notice – 3 Year Fixed</b> One 8.5 x 11 Page up to 4/2 with Return Envelope	<b>\$0.145 per document</b>

Finished mail pieces are delivered to the USPS **on the same business day**. If samples (proofs) are requested then the mailing will be completed on the same day of sample approval. File upload and approval deadline for same-day mailing is 10:00AM local time at the production facility designated for your account. If samples are required then they must also be approved by 10:00AM for the file to be mailed on the same business day.



For Clients using the Printing and Mailing Service, it accepts that InfoSend reserves the right to pass on any extraordinarily high increases to the cost of forms or envelopes at any time. The Client will be notified, in writing, at least thirty (30) days prior to such price increase.

The below provides the components of the summary price given above. All pricing is based on “Client Volume Assumptions” listed below and excludes applicable sales tax.

<b>Data Processing</b>	
Setup Fee - Express PDF Input Files	\$0.00 – Waived
Setup Fee – Data Only Input Files	\$0.00 – Waived
Document Re-Design Fee	\$125.00 – After Go Live
<b>Data Processing Fee (per document)</b>	<b>\$0.01</b>

<b>Printing and Mailing Service</b>	
Utility Bill Statement or Notice Print Fee per Page with 4/2 Ink	<b>\$0.083</b>
<b>USPS Postage</b>	<b>Pass-through</b> A postage deposit will be required prior to starting service.
Print Color Options (colors per side)	\$0.073 for 1/0 or 1/1 printing \$0.076 for 2/1 or 2/2 printing \$0.079 for 3/1, 3/2 or 3/3 printing \$0.083 for 4/0, 4/1, or 4/2 printing \$0.088 for 4/4 printing
Inline Insert Print Fee	\$0.073 Black printing \$0.088 Color printing
Batch Fee (per mailing batch under 500 mail pieces)	\$5.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.35
Address Updates	\$0.30 NCOA \$0.30 ACS

<b>Materials</b>	
<b>Standard Paper Stock (per sheet)</b>	<b>\$0.015</b>
<b>Standard Outgoing #10 Envelope</b>	<b>\$0.020</b>
<b>Standard Return #9 Envelope</b>	<b>\$0.017</b>
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.17

<b>Insert Services</b>	
InfoSend Produced	Quoted based on specification
Water Quality Reports on 80# Glossy laser type paper (8 ½ x 11)	\$0.094 – valid for 30 days
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	\$0.015
Inserting Fee	\$0.015 per insert

<b>Optional Document Services</b>	
Enhanced Print Quality	\$0.00 – Not Applicable
Print Image Archiving (Per Document Image), with included USPS mail tracking	\$0.01 - For 12 Months of Retention \$0.017 - For 18 Months of Retention \$0.022 - For 24 Months of Retention \$0.027 - For 36 Months of Retention

Print Image Archive API Monthly Support Fee	\$100.00
Final Doc Transfer (FDT)	\$0.015 per image InfoSend Batch File \$0.025 per image Custom File Format
Professional Services Rate (per hour)	\$125
Returned Mail Handling	\$0.35 per reported returned mail piece
Remit Tracking	\$50 monthly support fee

## Fee Explanations

### Data Processing

- **Setup Fee - Express PDF Input:** requires a final composed PDF is uploaded to InfoSend for processing. Clients maintain control of document look and feel, but InfoSend designs a program to parse the necessary data from the PDF.
- **Setup Fee - Data Only Input:** requires the client provide a flat data extract, InfoSend creates, hosts and maintains an application to generate documents. Existing document design is copied.
- **Document Re-Design Fee:** using the “Data Only Input” method, InfoSend’s Client Services Team assists in redesigning the format of printed documents to improve communications or to take advantage of new printing capabilities.
- **Data Processing Fee:** per document image that is processed by the InfoSend system for output.

### Printing and Mailing Service

- **Print Fee:** price includes baseline number of colors printed on the front and back of the document. All variable and static images are dynamically imaged onto white form with a perforation.
- **Postage:** clients are invoiced for the exact postage used. Leveraging InfoSend’s USPS compliance and expertise, clients are provided the lowest possible USPS automated rates when client batches qualify.
- **Optional Color Upgrades:** Different options are available at different prices. Numbers fewer than 4 equal individual colors, 4 equals full color. The number 1 means black or grey. All sheets are billed at the same rate; the price for the sheet with the highest number of colors is the applicable fee. **4 equals CMYK (full color).**
- **Batch Fee:** assessed to cover InfoSend costs when batches transferred to InfoSend fall below threshold.
- **Inline Insert Print Fee:** price for inserts printed on demand as additional pages. Allows for more dynamic customer messaging without the extra pre-production lead time and overhead.
- **Excess Pages Handwork Surcharge:** surcharge is assessed per mail piece (not per page). This surcharge only applies to multiple page bills that have too many pages to be inserted into a #10 envelope by machine. This surcharge covers the necessary manual labor required to process these mail pieces.
- **Address Updates – NCOALink or ACS:** per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS. Cost is per update.

### Materials

- **Paper Stock:** white paper stock with or without perforation. Paper is 8.5x11” and 24lb. Price includes all inventory costs. A larger 8.5x14” format is available at a higher material cost and higher printing cost.
- **Outgoing #10 Envelope:** #10 InfoSend Standard Double Window Outgoing Envelope. Includes security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. Sourced with sustainably logged paper (SFI).
- **Return #9 Envelope:** #9 InfoSend Standard Single Window Return Envelope. Includes the same security tint and SFI paper as the #10.
- **Outgoing Flat Envelope:** single window envelope, only used for multiple page statements that do not fit in the #10 envelope.

### Insert Services

- **InfoSend Produced Inserts:** utilizing InfoSend printing and/or design services, inserts can be produced by InfoSend. Price quoted on request.
- **Envelope Messaging (Snipes):** custom messages and images can be printed onto the standard InfoSend #10 double window envelope as a more cost-effective alternative to pre-manufactured custom envelopes. The price depends on the artwork – number of colors and whether it prints on one or both sides of the envelope, as well as order quantity. Price is quoted upon request.
- **Electronic Inserts:** fee per digital image of a physically produced insert included in the PDF copy of a document. Ensures that client representatives and client customers can get the same information in the electronic bill as would go out physically.
- **Inserting Fee:** client provided or InfoSend produced inserts to be included with InfoSend produced mail. Additional fee applies if insert arrives at InfoSend but requires folding prior to insertion. Setup fees may apply for programming selective inserting. InfoSend-printed inserts are quoted upon request.

## Optional Document Services

- **Enhanced Print Quality:** the baseline print image quality for transactional documents such as statements and invoices is 600 x 600 DPI. Work produced from InfoSend's Anaheim facility can be printed at an enhanced image quality at an additional cost. This option uses high definition pigment ink & variable drop sizes to achieve a perceived 1200 x 1200 DPI image quality.
- **Print Image Archiving:** fee per document to process, index, and store a document as a PDF for a set number of months. PDFs are securely accessed using an InfoSend website application, and includes USPS mail tracking for all outbound First Class mailed documents. Setup fees may apply depending on configuration needs.
- **Print Image Archive API Monthly Support Fee:** a flat monthly support fee to provide API access to documents in the InfoSend Print Image Archive. InfoSend will work with the designated third parties that a Client chooses, and provide support and open access to API calls on a monthly basis.
- **Final Doc Transfer FTP:** each completed InfoSend batch is indexed and transferred to you via FTP or SFTP to store on your own network. InfoSend's standard Batch File format is one PDF per batch with an XML companion file providing meta data and page numbers. If the client requires a custom scheme, including individual PDFs per each image in a batch, the Custom fee applies. Note: setup fees may also apply for some custom setups.
- **Professional Services Fee:** per hour and performed only upon request for customizations made to processing program or document format after go-live. Work is only started after receiving client approval of a formal quote.
- **Returned Mail Handling:** InfoSend will provide electronic reporting of mail that is returned by USPS, saving clients the hassle of receiving and opening returned mail to update records. All records which are not delivered will be securely destroyed and recycled after reporting.
- **Remit Tracking:** for clients utilizing the Print Image Archiving service, InfoSend can also track inbound mail from customers utilizing an included remittance stub in the outbound mail. With Remit Tracking clients will be able to see when a customer responded to the original mail piece, as well as get a daily report of inbound mail with an estimated value of payment remittances based on the outbound mail.

### 5.7.2 Multiple statements (beyond the first statement) inserted into one billing address envelope are to be billed at an additional insert rate.

The cost for an additional statement is the cost of data processing, the sheet of paper along with cost of imaging, folding and inserting. As noted in the pricing detail in 5.7.1 that would be  $\$0.01 + \$0.015 + \$0.083 = \$0.108$  per additional statement.

### 5.7.3 Awarded vendor shall be responsible for errors resulting in duplicate bills, wrong addresses, improper dates, submitted files not delivered, and erroneous information. Corrective action will be at awarded vendor's expense; no additional charges for delivery of outgoing mail to the U.S. Post Office will be allowed. The City may apply penalties at the City's discretion for any or all errors made by the awarded vendor.

InfoSend accepts this requirement.

### 5.7.4 Payment will be made upon receipt of a proper invoice and supporting documentation. Invoice must include the City's PO number, date of services, description of line items and corresponding quantities of each as per pricing on the bid item response form. In order to ensure prompt payment, all invoices must be emailed to: [AccountsPayable@CooperCityFL.org](mailto:AccountsPayable@CooperCityFL.org).

## InfoSend Invoicing

InfoSend has devised a client-friendly workflow for producing invoices in a reliable, timely and transparent manner. All data for InfoSend's invoicing is driven by the data processing engine, with accurate software and operational controls to ensure counts are reconciled throughout the process.

InfoSend is capable of providing invoices in formats that fit the needs of the client accounts payable for reconciliation. Invoices can be provided via mail and electronically, as well as on a weekly, bi-monthly or monthly schedule.

A standard client invoice will be provided with an invoice number for reference and includes details of each job batch and output performed by InfoSend that resulted in billable items.



**INVOICE**

AMOUNT PAID	DATE	INVOICE NO.
	2/29/2018	131263

ATTN:  
 SAMPLE CUSTOMER  
 PO BOX 1234  
 ANAHEIM, CA 92807-1234

TERMS	DUE DATE	P.O #	ACCOUNT #	INVOICE
NET 30	3/19/2018		5320	131263

DATE	DESCRIPTION	QTY	RATE	AMOUNT
2/15/18	ABC1214A: Statement Data Processing/Print/Mail Prep Service	37,303		
	ABC1214A: 8.5 x 11 Form	37,303		
	ABC1214A: #10 Standard Envelope	37,303		
	ABC1214A: Standard #9 Return Envelope	37,267		
	ABC1214A: Statement Postage (Level-1 Sort) (37,296 Mailpieces)	1		
	ABC1214A: Statement Postage (Non Bar-Coded) (7 Mailpieces)	1		
	ABC1214A: Address Update	16		
	ABC1214A: Print Image Archiving - 12 Months Retention	37,303		
	ABC1214A: CHW\1214STMT 0011.PDF			
THANK YOU FOR YOUR BUSINESS		<b>Total</b>		

For clients that would prefer to work with the invoice data for additional levels of reconciliation, InfoSend also provides a Process Detail Report for all billable items in a CSV format that may be loaded into Excel. This report for the invoice allows clients to group, sum and analyze the itemized billable elements, from documents to postage, as required for their process.

A	B	C	D	E	F	G	H	I
Job Code	Client ID	Cycle ID	Item Description	Pages	Qty	Rate	Total	
1	INF0617A	513	6766 Additional Dynamic Color Printing fee per page	1	139	1	139	
3	INF0617A	513	6766 NCOA Address Change Service	1	10	1	10	
4	INF0617A	513	6766 Statement Data Processing/Printing/Mailing Service Fee	1	139	1	139	
5	INF0617A	513	9313 Additional Dynamic Color Printing fee per page	1	38	1	38	
6	INF0617A	513	9313 NCOA Address Change Service	1	2	1	2	
7	INF0617A	513	9313 Statement Data Processing/Printing/Mailing Service Fee	1	38	1	38	
8	INF0617A	513	11090 Additional Dynamic Color Printing fee per page	1	52	1	52	
9	INF0617A	513	11090 NCOA Address Change Service	1	2	1	2	
10	INF0617A	513	11090 Statement Data Processing/Printing/Mailing Service Fee	1	52	1	52	
11	INF0617A	513	11102 Additional Dynamic Color Printing fee per page	1	103	1	103	
12	INF0617A	513	11102 DPV Failed/Suppressed	1	1	1	1	
13	INF0617A	513	11102 NCOA Address Change Service	1	9	1	9	
14	INF0617A	513	11102 Statement Data Processing/Printing/Mailing Service Fee	1	103	1	103	
15	INF0617A	513	11133 Additional Dynamic Color Printing fee per page	1	87	1	87	
16	INF0617A	513	11133 NCOA Address Change Service	1	1	1	1	

**5.8 PASS THRU ALLOWANCE ITEMS**

The postage allowance amount stated on the bid is to cover full compensation for payment and will be paid at awarded vendor’s actual cost. Awarded vendor will charge the City the same price of actual postage used for the mailings. No additional markup is allowed. A copy of the awarded vendor’s invoice(s) shall be submitted together with the awarded vendor’s monthly invoice for payment. The total annual allowance amount of \$61,100 (\$5,100 monthly) for Postage is an estimate only.

InfoSend accepts this requirement. Our postal processing methods automatically qualify you for the lowest postage rates. The 5-digit rate for presorted first class mail is \$0.426 which translates to approximately \$4,686.00

per month or \$56,232.00 annually. The USPS requires a minimum of 500 mail pieces in order to qualify for presort discounts. InfoSend does not mark up any postage as it is a passthru cost and customers are billing for the actual postage used.

## 5.9 SECURITY REQUIREMENTS

**5.91 Awarded vendor must agree that no person shall extract, use, reuse, sell or distribute any/all of the contents of the City's utility customer database.**

InfoSend accepts this requirement. The City's information will not be distributed at any time without the City's consent.

**5.92 Awarded vendor shall not insert any items into the City mail that have not been approved by the utilities supervisor or designee, prior to making any such insertion(s).**

InfoSend accepts this requirement.

**5.93 Awarded vendor may not use City provided customer information for any purpose other than that which is specified herein.**

InfoSend accepts this requirement. The City's customer information will not be distributed at any time without the City's consent.

## 5.10 REPORTS

**Awarded vendor to provide daily, weekly and monthly reports as required for the following: 5.10.1 Daily reports to be provided after processing below: 5.10.1.1 Invalid addresses-txt file 5.10.1.2 Regular Statements-Mail Report-txt file 5.10.1.3 Regular Statements-No Addresses-txt file 5.10.1.4 Special Mailing Report-txt file 5.10.1.5 Special Mailing Invalid Addresses-txt file 5.10.2 Afternoon email when the mailing is complete: 5.10.2.1 Mail Sort Summary-Postage Summary for Statements Mailed (PDF) 5.10.2.2 Job Ticket-PDF 5.10.2.3 Detailed Listing of Statements Mailed by Customer (PDF) 5.10.3 Monthly reports are as follows: 5.10.3.1 Postage Summary (PDF) 5.10.3.2 Postage Invoice (PDF) 5.10.3.3 Statement Invoice (PDF)**

### Data Processing, Print and Mail Reporting Highlights

- **File Transmission and Processing:** InfoSend provides key reports during file transmission, after data processing, and upon file completion so clients are informed throughout the entire process.
- **Process and Postage Summary:** For clients utilizing the Sample Approval workflow, a Process Summary report is presented with details on the work to be performed, along with an estimate of postage.
- **Job Tracking Tool:** As client batches are processed, InfoSend provides a web tool with real-time and historical information when a file has achieved a stage of production.
- **Address Update:** InfoSend provides a full suite of address updates, including National Change of Address (NCOA) reports.

### Data Processing, Print and Mail Reporting Highlights

InfoSend's Customer Communications Management (CCM) platform provides clients with the necessary reports to reconcile and receive updates throughout the Data Processing, Print and Mail (DPPM) process. InfoSend standard reporting workflow is provided by default, and is able to provide certain reports in a variety of methods including text files, comma delimited files, HTML formatted reports and in some cases, PDFs.

All reports are available either through the InfoSend website and can also be emailed or transmitted via secure FTP. In addition, clients have the capability of assigning internal contacts that have permissions to access/receive reports.

## File Transfer Acknowledgement Report

Upon client upload of a data file for processing, InfoSend will send the File Transfer Acknowledgement Report as certification of receipt of the file. The File Transfer Acknowledgement Report provides information about the file name, byte size, page/record count and file receipt date. This report is posted to InfoSend's secure web portal for viewing and is also commonly emailed to designated client staff members.

Client File Transfer Acknowledgement

FROM : INFOSEND, INC.  
 DATE : 03/19/2014  
 RE : FILE TRANSFER ACKNOWLEDGEMENT

-----

THIS FILE CONFIRMS THAT THE FILE(S) LISTED BELOW HAVE BEEN RECEIVED. IF YOU FIND ANY DISCREPANCY OR IF YOU HAVE ANY QUESTIONS OR SPECIAL INSTRUCTIONS REGARDING THIS LIST, KINDLY GIVE US A CALL AT (714) 993.2690 OR TOLL-FREE (800) 955.9330.

THANK YOU.


NO.	NAME OF FILE(S)	FILE SIZE (BYTES)	PAGE/RECORD COUNT	DATE RECEIVED
1.	INF.0319.STMT.TXT	973959	2441	03/19/2014 11:28:01 AM

-----

TOTAL PAGES/RECORDS: 2441

## Process Summary Report

The Process Summary Report is a detailed PDF document that summarizes key data points contained within a document run batch. If a client chooses to review sample files prior to printing, the Process Summary Report will be included as a cover page within each set of samples. It is also posted to InfoSend's "Reports" tab of the web portal in PDF form. The Process Summary Report details important information such as data files that were included within the job, document details such as page count and batch amount if documents are bills, print output information, suppressions, inserts included, and USPS presort counts and estimated postage.

 **Process Summary Report**  
 Job Code: INF0929A  
 Report Generated 10:04am September 29, 2013

**Data Files**

Filename	File Received
INFOSEND_BILLINGDATA_20130929A.TXT	2013-09-29 09:25am
INFOSEND_CYCLEDATA_20130929A.TXT	2013-09-29 09:25am

**Document Input**

Accounts	First Pages	Total Pages	Batch Amount
12,000	12,000	18,000	\$900,000.00

**Print Output**

Accounts	First Pages	Total Pages	Amount	Mailpieces	Non-Barcoded Mailpieces	Household Mailpieces	NCOA Updates
11,000	10,000	14,000	\$800,000.00	10,005	77	95	38

**Suppressions**

Accounts	First Pages	Total Pages	Amount	Name
250	250	250	\$25,000	Undeliverable Address
250	250	250	\$25,000	Client Suppression Rule(s)
250	250	250	\$25,000	eBilling Paperless Suppression
250	250	250	\$25,000	InfoSend Exception Processing

**Inserts**

Name	Count
N3896 - Online Payment Options	5,460
N3904 - Fall Water Conservation	10,000

**Postage Summary**

Name	Count	Amount
Presorted Mailpieces	9,000	\$3690.00
Non-Presorted Mailpieces	500	\$220.00
Non-Barcoded Mailpieces	350	\$154.00
Extra Postage (Non-Standard Mailpiece)	150	\$112.50

## Process Confirmation Report

The Process Confirmation Report is emailed to designated client staff members as well as posted to the reports section of the web portal after documents have been completed for mailing and released to the USPS. This report provides confirmation that InfoSend has released a job's mail pieces to the USPS for mailing. The Process Confirmation Report can be created in one of three different formats: plain text, XML or HTML.



This report provides the name of the file(s) mailed along with a detailed mail count. For statements, invoices and other financial documents, the total dollar amount is also provided. Additional information can be provided after the “totals” section of the report. For example, addresses that could not be verified for delivery point validation can be listed at the end of this report.

PROCESS CONFIRMATION REPORT

TO : INFOSEND CLIENT

FROM : INFOSEND, INC.  
 DATE : 03/20/2014  
 RE : PROCESSING CONFIRMATION REPORT

=====

IF YOU HAVE ANY QUESTIONS ABOUT THIS DOCUMENT, PLEASE CONTACT US AT  
 (714) 993.2690 OR TOLL-FREE (800) 955.9330. THANK YOU.

-----

NO.	REFERENCE FILE(S)/SPECIAL NOTE	AMOUNT(\$)	ORIGINAL	SINGLES	MULTIPLES	UAR/SPECIAL	TOTAL
1.	DLY0319A STATEMENT DATE: 3/19/2014 FROM: DLY.0319.STMT.TXT	332950.60	2441	2363	27	0	2390
TOTALS =		332950.60	2441	2363	27	0	2390

=====

\*\*\* END OF PROCESS CONFIRMATION \*\*\*

INFOSEND CLIENT  
 UNDELIVERABLE ADDRESS REPORT

DATE: 03/20/2014  
 PAGE: 1

FILENAME: DLY0319A[DLY.0319.STMT.TXT]

NO.	ACCOUNT	ERROR CODE ERROR MESSAGE	AMOUNT
1.	01212460-56 SAMPLE C 101 HALL STREET DALY CITY CA 94015	411 - Mailed out anyway Invalid Primary Number	51.63
2.	19418560-40 SAMPLE CUSTOM 124 BALMOR TERRACE SAN FRANCISCO CA 94112	491 - Mailed out anyway ZIP+4 coded but failed DPV	80.36

## Job Tracking Tool

The Job Tracker provides the current status of jobs as it progresses through InfoSend’s data processing and print production departments. The Job Tracking tool contains details such as job type, number of component files that are contained within the job, file receipt timestamps, sample files that may be downloaded and the status of printing/quality control/mail preparation. Once a file has been completed for mailing and mail pieces have been released to the USPS a timestamp of file completion confirmation will be provided. InfoSend provides a history of the past 100 jobs that were processed through the system.

Job Tracking

Here is a list of the last 100 jobs submitted by your organization. Jobs with a grey background have been placed on hold. Please contact an InfoSend representative if further details are required.

Show Filenames -  Yes  No | Job Type -  | Only Show Active Jobs -  No  Yes

Job Code:  | Filename:  Search

Job Type	Job Code	Filename	Received	Processing	Sample File	Sample Status	Printing	QC	Mail Prep.	Confirmation	Viewed
RETURN_BILLS	INF0323B	RETURNS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	<input type="checkbox"/>
REGULAR_BILLS	IN10323A	REGULARS.2012.TXT	2012-03-23 10:28:01	Done	Pending	Pending	Pending	Pending	Pending	Pending	<input type="checkbox"/>
DELINQUENT_NOTICE	IN10323A	DELINQUENTS.2012.TXT	2012-03-23 10:28:01	Done	2012-03-23 10:45:06	Approve Reject	Pending	Pending	Pending	Pending	<input checked="" type="checkbox"/>

## Address Update Report

Address Updates including NCOALink hits or ACS updates are provided in InfoSend’s reporting section. The ACS/NCOALink report is available in three formats: plain text comma delimited, XML or HTML. Most address update reports are either comma delimited or XML formatted so that InfoSend’s clients can automate the process of loading updates into their customer information system.

### Address Updates

You may view your ACS/NCOA reports by clicking on the corresponding links.

Date	Jobcode	Viewed
2014-03-20 12:10:45	<a href="#">N_DLY0319A</a>	<input type="checkbox"/>
2014-03-14 16:54:16	<a href="#">N_DLY0313A</a>	<input type="checkbox"/>
2014-03-07 13:06:08	<a href="#">N_DLY0306A</a>	<input type="checkbox"/>
2014-03-04 16:50:55	<a href="#">N_DLY0304A</a>	<input type="checkbox"/>

	A	B	C	D	E	F	G	
1	MailSequenc	MailerID	JobCode	AccountNum	OAddr1	OAddr2	OCity	OSt
2	700003880	107315	INF0307A	000000-01	123 Water St		WOODLAND	CA
3	700004170	107315	INF0307A	000000-02	4240 E La Palma		LOS ANGELE	CA
4	700004156	107315	INF0307A	000000-03	5454 Main St		LOS ANGELE	CA
5	700004182	107315	INF0307A	000000-04	456 Water St		TORRANCE	CA
6	700004080	107315	INF0307A	000000-05	124 Water St		LOS ANGELE	CA
7	700004048	107315	INF0307A	000000-06	4241 E La Palma		LONG BEACH	CA
8	700003938	107315	INF0307A	000000-07	5455 Main St		LOS ANGELE	CA
9	700003967	107315	INF0307A	000000-07	5455 Main St		LOS ANGELE	CA
10								

## 5.11 POST AWARD/KICK-OFF MEETING

Upon notification of contract award, the awarded vendor will be required to meet with the City’s representatives at a Post Award Meeting that will be scheduled by the City. The purpose of the meeting will be to review contract requirements, City procedures and meet with the staff who will be responsible for ensuring that the specified services are carried out accordingly. Awarded vendor should bring the following personnel to the Post Award meeting; the principal(s) and/or district management, supervisor(s) or lead employee(s) and other individuals who will be responsible for ensuring services on the contract are enforced. The City shall provide awarded vendor with the names and contact information (email, phone numbers) of all designated personnel and technical support as well as other key individuals managing this contract. This meeting will be held at a City facility and at no additional cost to the City.

InfoSend consents to attending a post-award kickoff meeting

We will assign an Account Manager who will act as the primary point of contact with clients while working with all internal InfoSend programming and operations staff, and additionally will chair a recurring (often weekly) implementation meeting with the client’s key staff. InfoSend, as a cloud-based solutions provider, engages clients in implementation and support via phone, email and web-based tools, including web-browser screen sharing. All setup, training and request tracking is provided virtually using industry standard tools. Critical communications sent to or received from clients during the implementation are centrally archived in the InfoSend CRM system, ensuring all aspects are documented and the implementation can continue should the primary resources be out of the office.

The Account Manager establishes key milestones and completes standardized steps in the InfoSend implementation plan. The process includes requirements gathering and analysis of the application to be developed, including a data mapping exercise, resulting in a Statement of Work (SOW) for client approval.

## 5.12 ADDITIONAL SERVICE REQUIREMENTS

The City reserves the right to add and/or delete services from this contract in the event of any changes in the aforementioned specification requirements. In such events, contract prices shall be adjusted as mutually agreed in writing upon between awarded vendor and City. Any adjustment in price must be approved by the City Manager through a formal Amendment to the Contract and shall be based upon prices quoted for similar work on the contract, if possible.

InfoSend acknowledges the City's right to add and/or delete services.

# Bid Form

City of Cooper City, Florida  
ITB 2022-3-UB, Water Utility Bill Printing Services

**ATTACHMENT A**  
(Page 1 of 5)

City of Cooper City, Florida

## Bid Form (5 pages)

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### WATER UTILITY BILL PRINTING SERVICES ITB 2022-3-UB

Bids Due: Thursday, February 24, 2022

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For information, contact the Purchasing Division:

The Purchasing Division  
954-433-4300 Ext. 268  
[Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org)

Release Date: Thursday, January 27, 2022

Submitted by: InfoSend, Inc.  
(Company name)

**PLEASE RETURN ONLY THIS BID FORM (5 PAGES) AND THE REQUIRED ATTACHMENTS.**

**ATTACHMENT A**  
(Page 2 of 5)

**Project:** WATER UTILITY BILL PRINTING SERVICES  
**Contract Identification:** ITB 2022-3-UB  
**Bids submitted to:** Office of the City Clerk  
City of Cooper City  
9090 SW 50<sup>th</sup> Place  
Cooper City, Florida, 33328

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with City in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. Bidder accepts all of the terms and conditions of the advertisement of Invitation to Bid and Instruction to Bidders including, without limitation, those dealing with the Bid requirements. This Bid will remain in full force for 120 days from bid opening date. Bidder will sign and submit an agreement with the Bonds within 15 days after the City's Notice of Award.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement that:
  - a. Bidder has examined copies of all plans, and bidding documents, contract specifications and instruction to bidders.
  - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality, local conditions and the laws and regulations that in any manner may affect the cost, progress, performance or furnishing of the work.
  - c. Bidder has studied carefully all reports and drawings of the project and the physical conditions of the project site areas and accepts the extent of the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
  - d. Bidder has correlated the results of their studies and reviews, observations, investigations, explorations, tests, and studies with the terms and conditions of the contract documents.
  - e. Bidder has given City written notice of all conflicts, errors or discrepancies that is has discovered in these documents and the written resolution thereof by City is acceptable to Bidder.
  - f. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporate and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false Bid, and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or the City.
4. **Bid Copies**  
ONE (1) ORIGINAL, TWO (2) COPIES and ONE (1) ELECTRONIC COPY (Flash Drive) of the Bid should be submitted to the City of Cooper City, City Hall, 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328, to the attention of the Office of the City Clerk. If by US mail, Bids shall be submitted to 9090 SW 50 Place, Cooper City, Florida 33328.
5. **Addenda, Additional Information-Contact with City Staff**

Any addenda or answers to written questions supplied by the City to participating Bidders become part of this Invitation to Bid and the resulting contract. The Bid Form shall be signed by an authorized company representative dated and returned with the proposal Bid.

No negotiations, decisions or actions shall be initiated or executed by the Bidder as result of any discussions with any City employee. Only those communications which are in writing from the City may be considered as a duly authorized

**ATTACHMENT A**  
(Page 3 of 5)

expression. Also, only communications from bidder that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the bidder.

Specific questions related to the Scope of Services requested shall be directed in writing to the City of Cooper City Purchasing Division. Questions must be emailed to [Purchasing@CooperCityFL.org](mailto:Purchasing@CooperCityFL.org), who may respond in kind with copies to all Bidders. **The deadline for submission of questions is 5:00PM, Thursday, February 17, 2022.**

The successful bidder shall be required to execute a City contract covering the scope of services to be provided and setting forth the duties, rights and responsibilities of the parties. This contract must be executed by the successful bidder prior to recommendation of award and presentation to the City Commission.

6. Summary of Documents to be submitted with Bid

	Bid Form
	Reference Form
	Public Entity Crimes (PEC) Form
	ADA Affidavit
	Business Entity Affidavit
	Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)
	W-9, Request for Taxpayer Identification Number
	Proof of Workers Compensation Insurance or Exemption
	Proof of Liability Insurance
	Ownership Disclosure Affidavit
	Drug-Free Workplace Certificate
	Employee Background Verification Affidavit
	Scrutinized Companies Affidavit
	Non-Conflict of Interest Statement
	E-Verify Form

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**ATTACHMENT A**  
(Page 4 of 5)

**Bidder's Contact Information**

Name of Company: InfoSend, Inc.  
Address: 4240 E. La Palma Ave, Anaheim, CA 92807  
  
Type of Business: S Corporation  
Company's Website: infosend.com

Authorized Signatory Contact: Roxana Weil  
Title: Executive Vice President  
Tel: (800) 955-9330 Mobile: (714) 993-2690 x234  
Email Address (Required): roxana.w@infosend.com

Primary Contact: Marty Bielecki  
Title: Sales Executive  
Tel: (800) 955-9330 Mobile: (239) 247-4419  
Email Address (Required): marty.b@infosend.com

Additional Contact & Title: Russ Alberti - Vice President of Sales  
Tel: (800) 955-9330 Mobile: (602) 750-3830  
Email Address (Required): russ.a@infosend.com

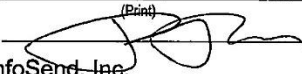
Remit to Address: 4240 E. La Palma Ave, Anaheim, CA 92807

Remit to Contact: Name: Russ Alberti Tel: (602) 750-3830

**ATTACHMENT A**  
 (Page 5 of 5)

**PRICING SHEET**

INITIAL FEE						
ITEM #	ITEMS DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT	FREQUENCY	PRICE	EXTENDED PRICE
1	Initial Setup Fee	1	One	One-time Fee	\$ 0.00	\$ 0.00
MONTHLY FEES						
ITEM #	ITEMS DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT	FREQUENCY	PRICE	EXTENDED PRICE
2	Utility Bill Statements, Regular, With Envelope Full color - both sides	9000	Each	Monthly	\$ 0.145	\$ 1,305.00
3	Utility Bill Statements, Regular, No Return Envelope (Disconnect Notice or Late Notice) Full color - one side	2000	Each	Monthly	\$ 0.128	\$ 256.00
4	Additional Inserts ( As needed) Full color - both sides	9000	Each	Yearly	\$ 0.094	\$ 846.00*
5	Monthly Allowance	1	Each	Monthly	\$5,100	\$ 4,686.00
Item 2+3+5 Total for Monthly Fees						\$ 6,247.00
Item 1+2+3+5 Grand Total (Set Up plus total Monthly Fees)						\$ 6,247.00
*insert pricing is valid for 30 days and may vary slightly depending on paper costs						
ADDITIONAL ITEMS						
ITEM #	ITEMS DESCRIPTION	QUANTITY	UNIT OF MEASUREMENT	FREQUENCY	PRICE	EXTENDED PRICE
6	Hourly Rate Changes/upgrades as needed or desired.	1	Each	Hourly	\$ 125.00	\$ 125.00

Submitted by: Russ Rezai - President  
 Authorized Signature:   
 Company Name: InfoSend, Inc.  
 Date: 2/22/22

# Reference Form

City of Cooper City, Florida  
ITB 2022-3-UB, Water Utility Bill Printing Services

## ATTACHMENT B REFERENCES

All references shall be from entities/companies regularly engaged in the business of providing the goods and/or services as described in this solicitation. **CITY OF COOPER CITY STAFF SHALL NOT BE USED AS A CLIENT REFERENCE.**

1. ENTITY/COMPANY NAME: City of Lauderhill, FL  
ADDRESS: 5581 W. Oakland Park Blvd., Lauderhill, FL 33313  
CONTACT NAME: Doug Downs  
CONTACT'S TITTLE: Information Services  
TELEPHONE: 954.730.3021  
**E-MAIL (REQUIRED):** ddowns@lauderhill-fl.gov  
CONTRACT PERIOD: FROM: 2020 TO: Current

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2. ENTITY/COMPANY NAME: City of Tamarac, FL  
ADDRESS: 6001 Nob Hill Road, Tamarac, FL 33321  
CONTACT NAME: Christine Cajuste  
CONTACT'S TITTLE: Financial Services  
TELEPHONE: 954.597.3553  
**E-MAIL (REQUIRED):** christine.cajuste@tamarac.org  
CONTRACT PERIOD: FROM: 2021 TO: Current

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3. ENTITY/COMPANY NAME: City of Coral Springs, FL  
ADDRESS: 9500 West Sample Road, Coral Springs, FL 33065  
CONTACT NAME: Kim Moskowitz  
CONTACT'S TITTLE: Financial Services  
TELEPHONE: 954.344.1092  
**E-MAIL (REQUIRED):** kmoskowitz@coralsprings.org  
CONTRACT PERIOD: FROM: 2014 TO: Current

**This page shall be completed IN FULL and submitted with your bid.**

# Public Entity Crimes (PEC) Form

City of Cooper City, Florida  
ITB 2022-3-UB, Water Utility Bill Printing Services

**ATTACHMENT C**  
(Page 1 of 2)

**SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A  
NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

by: \_\_\_\_\_ Russ Rezaei - President \_\_\_\_\_  
(print individual's name and title)  
for: \_\_\_\_\_ InfoSend, Inc. \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_ 4240 E. La Palma Ave, Anaheim, CA 92807 \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_ 33-0748516 \_\_\_\_\_.

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:  
\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_).*

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a) A predecessor or successor of a person convicted of a public entity crime; or
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



**ATTACHMENT C**  
(Page 2 of 2)

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

  
Signature

STATE: **FLORIDA**  
COUNTY: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by: \_\_\_\_\_  
*Name of person making statement*

\_\_\_\_\_  
*Signature of Notary Public - State of Florida*

(NOTARY SEAL)  
\_\_\_\_\_  
*Name of Notary Typed, Printed, or Stamped*

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_

See Attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of February, 2022, by Rusteen Rezaei

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature *Rusteen Rezaei*



# ADA Affidavit

City of Cooper City, Florida  
ITB 2022-3-UB, Water Utility Bill Printing Services

## ATTACHMENT D

### AMERICANS WITH DISABILITIES ACT (ADA) DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL  
AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the CITY OF COOPER CITY, FLORIDA

**Russ Rezai - President**

by: \_\_\_\_\_

**InfoSend, Inc.** (print individual's name and title)

for: \_\_\_\_\_

(print name of entity submitting sworn statement)

whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: **33-0748516**  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_ - \_\_\_\_\_.)

I, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 229 USC Section 794;  
The Federal Transit Act, as amended 49 USC Section 1612;  
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature 

STATE: **FLORIDA**  
COUNTY: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by: \_\_\_\_\_  
Name of person making statement

\_\_\_\_\_  
Signature of Notary Public - State of Florida

(NOTARY SEAL)  
\_\_\_\_\_  
Name of Notary Typed, Printed, or Stamped

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_

See Attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of February, 2022, by Rusteen Rezai

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature *[Handwritten Signature]*



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of February, 2022, by Rusteen Rezai

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read 'Rusteen Rezai', written over a horizontal line.

# Bidder's Foreign (Non-Florida) Corporate Statement (If applicable)

City of Cooper City, Florida  
ITB 2022-3-UB, Water Utility Bill Printing Services

## ATTACHMENT F

### FOREIGN (NON-FLORIDA) CORPORATION MUST COMPLETE THIS FORM DEPARTMENT OF STATE CORPORATE CHARTER NO. \_\_\_\_\_

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, **YOU MUST CHECK BELOW the reason(s) for the exemption.** Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions. 607.1501 Authority of foreign corporation to transact business required.

- (1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.
- (2) The following activities, among others, do not constitute transacting business within the meaning of subsection one (1):
- (a) Maintaining, defending, or settling any proceedings.
  - (b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
  - (c) Maintaining bank accounts.
  - (d) Maintaining officers of agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
  - (e) Selling through independent contractors.
  - (f) Soliciting or obtaining orders, whether by mail or through employees, agents or otherwise, if the orders
  - (g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
  - (h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
  - (i) Transacting business in interstate commerce.
  - (j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
  - (k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
  - (l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
  - (m) Owning, without more, real or personal property.

The list of activities of subsection (2) is not exhaustive.

- (3) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is **NOT** a corporation:

- (I)  Partnership, Joint Venture, Estate or Trust  
(II)  Sole Proprietorship of Self Employed

**NOTE:** This sheet **MUST** be enclosed with your bid if you claim an exemption or have checked I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

  
SIGNATURE OF AUTHORIZED AGENT OF PROPOSER

InfoSend, Inc.  
BIDDER'S LEGAL NAME



# W-9, Request for Taxpayer Identification Number

Form <b>W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>INFOSEND, INC.</b>	
	2 Business name/disregarded entity name, if different from above <b>SAME</b>	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>4240 E. LA PALMA AVE.</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>ANAHEIM CA 92807-1816</b>	
	7 List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
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3	3	-	0	7	4	8	5	1	6	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ _____
------------------	----------------------------	--------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*





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## Conditions

### *Duties In The Event Of Occurrence, Offense, Claim Or Suit (continued)*

- F. Knowledge of an **occurrence** or offense by an agent or **employee** of the **insured** will not constitute knowledge by the **insured**, unless an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee knows about such **occurrence** or offense.
- G. Failure of an agent or **employee** of the **insured**, other than an **officer** (whether or not an **employee**) of any **insured** or an **officer's** designee, to notify us of an **occurrence** or offense that such person knows about will not affect the insurance afforded to you.
- H. If a claim or loss does not reasonably appear to involve this insurance, but it later develops into a claim or loss to which this insurance applies, the failure to report it to us will not violate this condition, provided the **insured** gives us immediate notice as soon as the **insured** is aware that this insurance may apply to such claim or loss.

---

### *Legal Action Against Us*

No person or organization has a right under this insurance to:

- join us as a party or otherwise bring us into a **suit** seeking damages from an **insured**; or
- sue us on this insurance unless all of the terms and conditions of this insurance have been fully complied with.

A person or organization may sue us to recover on an **agreed settlement** or on a final judgment against an **insured** obtained after an actual:

- trial in a civil proceeding; or
- arbitration or other alternative dispute resolution proceeding;

but we will not be liable for damages that are not payable under the terms and conditions of this insurance or that are in excess of the applicable Limits Of Insurance.

---

### *Other Insurance*

If other valid and collectible insurance is available to the **insured** for loss we would otherwise cover under this insurance, our obligations are limited as follows.

#### *Primary Insurance*

This insurance is primary except when the Excess Insurance provision described below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in the Method of Sharing provision described below.

#### *Excess Insurance*

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis:

- A. that is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for **your work**;
- B. that is insurance that applies to **property damage** to premises rented to you or temporarily occupied by you with permission of the owner;
- C. if the loss arises out of aircraft, **autos** or watercraft (to the extent not subject to the Aircraft, Autos Or Watercraft exclusion);

**Conditions****Other Insurance**  
(continued)

- D. that is insurance:
1. provided to you by any person or organization working under contract or agreement for you; or
  2. under which you are included as an insured; or
- E. that is insurance under any Property section of this policy.

When this insurance is excess, we will have no duty to defend the **insured** against any **suit** if any other insurer has a duty to defend such **insured** against such **suit**. If no other insurer defends, we will undertake to do so, but we will be entitled to the **insured's** rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of loss, if any, that exceeds the sum of the total:

- amount that all other insurance would pay for loss in the absence of this insurance; and
- of all deductible and self-insured amounts under all other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not negotiated specifically to apply in excess of the Limits Of Insurance shown in the Declarations of this insurance.

**Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this method each insurer contributes equal amounts until it has paid its applicable limits of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

**Premium Audit**

We will compute all premiums for this insurance in accordance with our rules and rates.

In accordance with the Estimated Premiums section of the Premium Summary, premiums shown with an asterisk (\*) are estimated premiums and are subject to audit.

In addition to or in lieu of such designation in the Premium Summary, premiums may be designated as estimated premiums elsewhere in this policy. In that case, these premiums will also be subject to audit, and the second paragraph of the Estimated Premiums section of the Premium Summary will apply.

**Separation Of Insureds**

Except with respect to the Limits Of Insurance, and any rights or duties specifically assigned in this insurance to the first named **insured**, this insurance applies:

- as if each named **insured** were the only named **insured**; and
- separately to each **insured** against whom claim is made or **suit** is brought.

---

**Conditions**

(continued)

***Transfer Or Waiver Of  
Rights Of Recovery  
Against Others***

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured's** rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

---

**CHUBB®****General Liability****Supplementary  
Payments**  
(continued)

- b. release attachments;
- but only for bond amounts within the available Limit Of Insurance. We do not have to furnish these bonds.
- C. reasonable expenses incurred by the **insured** at our request to assist us in the investigation or defense of such claim or **suit**, including actual loss of earnings up to \$1000 a day because of time off from work.
- D. costs taxed against the **insured** in the **suit**, except any:
1. attorney fees or litigation expenses; or
  2. other loss, cost or expense;
- in connection with any injunction or other equitable relief.
- E. prejudgment interest awarded against the **insured** on that part of a judgment we pay. If we make an offer to pay the applicable Limit Of Insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- F. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

Supplementary Payments does not include any fine or other penalty.

These payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

**Coverage Territory**

This insurance applies anywhere, provided the **insured's** responsibility to pay damages, to which this insurance applies, is determined in a **suit** on the merits brought in the United States of America (including its possessions and territories), Canada or Puerto Rico, or in a settlement to which we agree.

**Who Is An Insured****Sole Proprietorships**

If you are an individual, you and your spouse are **insureds**; but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds**; but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds**; but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under this insurance.

---

**Who Is An Insured**  
(continued)

**Partnerships Or Joint Ventures**

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured**. Your members, your partners and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business.

---

**Limited Liability Companies**

If you are a limited liability company, you are an **insured**. Your members and their spouses are **insureds**; but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds**; but they are **insureds** only with respect to their duties as your managers.

---

**Other Organizations**

If you are an organization (including a professional corporation) other than a partnership, joint venture or limited liability company, you are an **insured**. Your directors and **officers** are **insureds**; but they are **insureds** only with respect to their duties as your directors or **officers**. Your stockholders and their spouses are **insureds**; but they are **insureds** only with respect to their liability as your stockholders.

---

**Employees**

Your **employees** are **insureds**; but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, no **employee** is an **insured** for:

A. **bodily injury, advertising injury or personal injury:**

1. to you, to any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or to any co-**employee** while such injured person is either in the course of his or her employment or while performing duties related to the conduct of your business;
2. to the brother, child, parent, sister or spouse of such injured person as a consequence of any injury described in subparagraph A.1. above; or
3. for which there is any obligation to share damages with or repay someone else who must pay damages because of any injury described in subparagraphs A.1. or A.2. above.

With respect to **bodily injury** only, this limitation does not apply to:

- you or to your directors, managers, members, **officers**, partners or supervisors as **insureds**; or
  - your **employees**, as **insureds**, with respect to such damages caused by cardio-pulmonary resuscitation or first aid services administered by such an **employee**; or
- B. **property damage** to any property owned, occupied or used by you or by any of your directors, managers, members, **officers** or partners (whether or not an **employee**) or by any of your **employees**.

This limitation does not apply to **property damage** to premises while rented to you or temporarily occupied by you with permission of the owner.

---



### Who Is An Insured (continued)

#### Volunteers

Persons who are volunteer workers for you are **insureds**; but they are **insureds** only for acts within the scope of their activities for you and at your direction.

#### Real Estate Managers

Persons (other than your **employees**) or organizations acting as your real estate managers are **insureds**; but they are **insureds** only with respect to their duties as your real estate managers.

#### Permissive Users Of Mobile Equipment

With respect to **mobile equipment** registered in your name under a motor vehicle registration law:

- A. persons driving such equipment on a public road with your permission are **insureds**; and
- B. persons or organizations responsible for the conduct of such persons described in subparagraph A. above are **insureds**; but they are **insureds** only with respect to the operation of the equipment and only if no other insurance of any kind is available to them.

However, no person or organization is an **insured** with respect to:

- **bodily injury** to any co-**employee** of the person driving the equipment; or
- **property damage** to any property owned or occupied by or loaned or rented to you, or in your charge or the charge of the employer of any person who is an **insured** under this provision.

#### Vendors

Persons or organizations who are vendors of **your products** are **insureds**; but they are **insureds** only with respect to their liability for damages for **bodily injury** or **property damage** resulting from the distribution or sale of **your products** in the regular course of their business and only if this insurance applies to the **products-completed operations hazard**.

However, no such person or organization is an **insured** with respect to any:

- assumption of liability by them in a contract or agreement. This limitation does not apply to the liability for damages for **bodily injury** or **property damage** that such vendor would have in the absence of such contract or agreement;
- representation or warranty unauthorized by you;
- physical or chemical change in **your products** made intentionally by the vendor;
- repackaging, unless unpacked solely for the purpose of inspection, demonstration or testing, or the substitution of parts under instruction from the manufacturer and then repacked in the original container;
- failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the distribution or sale of **your products**;
- demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of **your products**; or
- of **your products** which, after distribution or sale by you, have been labeled or relabeled or used as a container, ingredient or part of any other thing or substance by or for the vendor.

---

## Who Is An Insured

### Vendors (continued)

Further, no person or organization from whom you have acquired **your products**, or any container, ingredient or part entering into, accompanying or containing **your products**, is an **insured** under this provision.

---

### Lessors Of Equipment

Persons or organizations from whom you lease equipment are **insureds**; but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

---

### Lessors Of Premises

Persons or organizations from whom you lease premises are **insureds**; but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

---

### Subsidiary Or Newly Acquired Or Formed Organizations

If there is no other insurance available, the following organizations will qualify as named **insureds**:

- a subsidiary organization of the first named **insured** shown in the Declarations of which, at the beginning of the policy period and at the time of loss, such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization; or
- a subsidiary organization of the first named **insured** shown in the Declarations that such first named **insured** acquires or forms during the policy period, if at the time of loss such first named **insured** controls, either directly or indirectly, more than fifty (50) percent of the interests entitled to vote generally in the election of the governing body of such organization.

---

### Limitations On Who Is An Insured

- A. Except to the extent provided under the Subsidiary Or Newly Acquired Or Formed Organizations provision above, no person or organization is an **insured** with respect to the conduct of any person or organization that is not shown as a named **insured** in the Declarations.
- B. No person or organization is an **insured** with respect to the:
1. ownership, maintenance or use of any assets; or
  2. conduct of any person or organization whose assets, business or organization;

INSURED: InfoSend, Inc.

POLICY #: WCV5504862\*

POLICY PERIOD: 02/01/2022

TO: 02/01/2023

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 99 03 13 C**

(Ed. 7-09)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be \$

Schedule

Any person or organization that you perform work for that is liable for an injury, covered by this policy, that prior to the injury has written contract requiring a waiver of our right to recover from them.

**Person or Organization**

**Job Description**

City of Cooper City

9090 SW 50 Place  
Cooper City, FL 33328

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

**WC 99 03 13 C**  
(Ed. 7-09)

---

# Proof of Liability Insurance

See previous page.

# Ownership Disclosure Affidavit

City of Cooper City, Florida  
 ITB 2022-3-UB, Water Utility Bill Printing Services

**ATTACHMENT I**

**OWNERSHIP DISCLOSURE AFFIDAVIT**

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
Mahmood Rezai	4240 E. La Palma Ave, Anaheim, CA 92807	51 %
Russ Rezai	4240 E. La Palma Ave, Anaheim, CA 92807	40 %
Roxana Weil	4240 E. La Palma Ave, Anaheim, CA 92807	9 %

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

N/A

  
 Signature of Affiant

\_\_Russ Rezai\_\_  
 Print Name

2/22/23  
 Date

STATE: **FLORIDA**  
 COUNTY: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by: \_\_\_\_\_  
Name of person making statement

\_\_\_\_\_  
Signature of Notary Public - State of Florida

(NOTARY SEAL)  
 \_\_\_\_\_  
Name of Notary Typed, Printed, or Stamped

Personally Known \_\_\_\_\_ **OR** Produced Identification \_\_\_\_\_  
 Type of Identification Produced \_\_\_\_\_

*See Attached.*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of February, 2022, by Rusteen Rezai

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read 'S. Rodas', written over a horizontal line.



# Drug-Free Workplace Certificate

City of Cooper City, Florida  
ITB 2022-3-UB, Water Utility Bill Printing Services

## ATTACHMENT J

### DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, (**print or type name of firm**)  
InfoSend, Inc.

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (\*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

  
\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Russ Rezai

Print Name

2/22/22

Date

STATE:	<b>FLORIDA</b>
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by: _____	
<i>Name of person making statement</i>	
_____ <i>Signature of Notary Public - State of Florida</i>	
(NOTARY SEAL)	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

See Attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of February, 2022, by Rusteen Rezai

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read 'Rusteen Rezai', written over a horizontal line.

# Employee Background Verification Affidavit

City of Cooper City, Florida  
ITB 2022-3-UB, Water Utility Bill Printing Services

## ATTACHMENT K

### EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, Russ Rezai of InfoSend, Inc., attest that all personnel used in  
(Print Name) (Company Name)

the performance of this work have had a criminal background check with a passing grade and have been drug tested with a passing grade and are legally documented to work in the United States.

  
Signature of Affiant

Russ Rezai  
Print Name

2/22/22  
Date

STATE: **FLORIDA**  
COUNTY: \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by: \_\_\_\_\_  
Name of person making statement

\_\_\_\_\_  
Signature of Notary Public - State of Florida

(NOTARY SEAL) \_\_\_\_\_  
Name of Notary Typed, Printed, or Stamped

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

See Attached.

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State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of February, 2022, by Rusteen Rezai

\_\_\_\_\_ ,  
proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature \_\_\_\_\_

A handwritten signature in blue ink, appearing to read 'Sharon Elizabeth Rodas', written over a horizontal line.

# Scrutinized Companies Affidavit

City of Cooper City, Florida  
ITB 2022-3-UB, Water Utility Bill Printing Services

## ATTACHMENT L

### SCRUTINIZED COMPANIES AFFIDAVIT

Certification pursuant to Florida Statute § 287.135 and § 215.473

I, Russ Rezai - President, on behalf of InfoSend, Inc.,  
certify that InfoSend, Inc. does not:  
**Print Name and Title** **Company Name**  
**Company Name**

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

InfoSend, Inc.  
COMPANY NAME  
Russ Rezai  
PRINT NAME  
President  
TITLE  
[Signature]  
SIGNATURE

STATE: FLORIDA  
COUNTY: \_\_\_\_\_  
Sworn to (or affirmed) and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by: \_\_\_\_\_  
*Name of person making statement*  
\_\_\_\_\_  
*Signature of Notary Public - State of Florida*  
(NOTARY SEAL) \_\_\_\_\_  
*Name of Notary Typed, Printed, or Stamped*  
Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

See Attached.



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of February, 2022, by Rusteen Rezai

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read "Rusteen Rezai", written over a horizontal line.



# Non-Conflict of Interest Statement

City of Cooper City, Florida  
ITB 2022-3-UB, Water Utility Bill Printing Services

## ATTACHMENT M

### NON-CONFLICT OF INTEREST STATEMENT

- A. I am the President of InfoSend, Inc, with a  
[Insert Title] [Insert Company Name]  
local office in Fort Myers, FL and principal office in Anaheim, CA.
- B. The entity hereby submits a proposal/offer in response to **ITB 2022-3-UB,**
- C. The AFFIANT has made diligent inquiry and provided the information in this statement affidavit based upon its full knowledge.
- D. The AFFIANT states that only one submittal for this solicitation has been submitted and tendered by the appropriate date and time and that said above stated entity has no financial interest in other entities submitting a proposal for the work contemplated hereby.
- E. Neither the AFFIANT nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion or collusive activity, or otherwise taken any action which in any way restricts or restrains the competitive nature of this solicitation, including but not limited to the prior discussion of terms, conditions, pricing, or other offer parameters required by this solicitation.
- F. Neither the entity nor its affiliates, nor anyone associated with them, is presently suspended or otherwise prohibited from participation in this solicitation or any contract to follow thereafter by any government entity.
- G. Neither the entity nor its affiliates, nor anyone associated with them, have any potential conflict of interest because and due to any other clients, contracts, or property interests in this solicitation or the resulting project.
- H. I hereby also certify that no member of the entity's ownership or management or staff has a vested interest in any City Division/Department/Office.
- I. I certify that no member of the entity's ownership or management is presently applying, actively seeking, or has been selected for an elected position within City of Cooper City government.
- J. In the event that a conflict of interest is identified in the provision of services, I, the undersigned, will immediately notify the City in writing.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in this attachment is true and correct at the time of submission.

[Signature]  
Signature of Affiant  
Russ Rezai - President  
Printed Name & Title of Affiant

2/22/22  
Date

STATE:	<u>FLORIDA</u>
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20__ by: _____ <small>Name of person making statement</small>	
_____ <small>Signature of Notary Public - State of Florida</small>	
(NOTARY SEAL) _____ <small>Name of Notary Typed, Printed, or Stamped</small>	
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

See Attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of February, 2022, by Rusteen Reza

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature *[Handwritten Signature]*

# E-Verify Form

City of Cooper City, Florida  
ITB 2022-3-UB, Water Utility Bill Printing Services

**ATTACHMENT N**  
**(Page 1 of 2)**

**E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES**  
**TO BE RETURNED WITH PROPOSAL**

Project Name: Water Utility Bill Printing Services  
Project No.: ITB 2022-3-UB

1. Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

“E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and
- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., “Employment Eligibility,” as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.


3. Contract Termination

- a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
- b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

**ATTACHMENT N**  
(Page 2 of 2)

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.

e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	InfoSend, Inc.
Authorized Signature:	
Print Name:	Russ Rezai
Title	President
Date:	2/22/22
Phone:	(714) 993-2690

STATE:	FLORIDA
COUNTY:	_____
Sworn to (or affirmed) and subscribed before me this ____ day of _____, 20____, by: _____	
	<i>Name of person making statement</i>
(NOTARY SEAL)	_____ <i>Signature of Notary Public - State of Florida</i>
	_____ <i>Name of Notary Typed, Printed, or Stamped</i>
Personally Known _____	OR Produced Identification _____
Type of Identification Produced _____	

See Attached.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 22nd  
day of February, 2022, by Rusteen Rezai

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



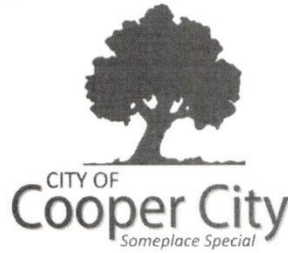
(Seal)

Signature *Rusteen Rezai*



# Acknowledged Addenda

City of Cooper City, Florida  
ITB 2022-3-UB, Water Utility Bill Printing Services  
Addendum #1 - Clarification



## Addendum #1 - CLARIFICATIONS (Issued Tuesday February 8, 2022)

### ITB 2022-3-UB, WATER UTILITY BILL PRINTING SERVICES

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

*Question 1: Are you able to provide the name of your current vendor and pricing?*

Answer 1: Pinnacle. Current pricing .07 per postcard.

*Question 2: What has prompted the ITB process?*

Answer 2: Unhappy with service from current vendor.

#### Acknowledgment of Addendum #1

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

Acknowledged by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

InfoSend, Inc,

2/22/2022





**Addendum #2 - CLARIFICATIONS**  
(Issued Tuesday February 16, 2022)

**ITB 2022-3-UB, WATER UTILITY BILL PRINTING SERVICES**

*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

*Question 1: Per page 31 at the bottom of the ITB: Is this all we are allowed to send in, or can we include additional information about our company along with the requested bid forms and attachments?*

Answer 1: Yes, you may submit any additional information about your company.

*Question 2: Is the City looking for something specific the current vendor does not provide?*

Answer 2: Better Communication, more specific tracking of distributed mail and ability to edit billing messages within 1 day of production

*Question 3: May we make recommendations for best practices when it comes to supplying envelopes? For example, by utilizing a double window #10 outgoing envelope, the City's address and color logo would appear thru the top window, thereby eliminating the need to imprint, stock and inventory custom envelopes. Beyond the benefits of a reduced cost per piece due to being included in a larger production run, this workflow allows for same day disaster recovery since these envelopes would be pre-stage at our Florida, Texas, Illinois and California locations.*

Answer 3: Yes

*Question 4: Is it possible to obtain a PDF or scanned copy of the Annual Water Quality Report?*

Answer 4: Yes

*Question 5: Does the City wish to combine groupings or "household" bills going to the same location?*

Answer 5: We would possibly utilize that but it is not required

*Question 6: Does the City have any bills longer than 7 pages which would require a 9x12 envelope?*

City of Cooper City, Florida  
ITB 2022-3-UB, Water Utility Bill Printing Services  
Addendum #2 - Clarification

Answer 6: No

---

*Question 7: Does the City require the selected vendor to archive customer bills online and if so for how long – 12, 24 or 36 months?*

Answer 7: No

---

*Question 8: Will the City require the selected vendor to provide an API to any third party payment provider so that bills can be viewed by customers on the City's online bill payment page, and if so, who is the vendor currently handling online payments?*

Answer 8: No

---

*Question 9: With regards to speed of delivery to your customers, does the City require or prefer a vendor with a production location in the State of Florida?*

Answer 9: We would prefer a production location in Florida if that location provides the quickest delivery and is relevant in cost compared to the other production location options

---

*Question 10: With regards to customer privacy and electronic security, does the City require or prefer a vendor who is SOC I & II audited and certified and does the City require or prefer the selected vendor carry Cyber Liability Insurance?*

Answer 10: Prefer and Prefer

---

*Question 11: With regards to Disaster Recover capability, does the City require or prefer the selected vendor to have Florida based production with 3 additional back up facilities located in a regionally diverse manner throughout the US?*

Answer 11: if the production is in Florida we would prefer one additional back up facility

---

*Question 12: Does the City require or prefer the selected vendor to be able to provide same day Disaster Recovery capability by cutting production over to a back up site in the event of a hurricane, power outage or other emergency event?*

Answer 12: prefer

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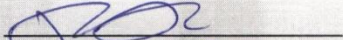
*Question 13: Does the City require sample approval prior to each mailing?*

Answer 13: Yes

**Acknowledgment of Addendum #2**

City of Cooper City, Florida  
ITB 2022-3-UB, Water Utility Bill Printing Services  
Addendum #2 - Clarification

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:		Company:	InfoSend, Inc.
Print Name:	<u>Russ Pezza</u>	Date:	<u>2/22/2022</u>



**Addendum #3 - CLARIFICATIONS**  
(Issued Tuesday February 22, 2022)

**ITB 2022-3-UB, WATER UTILITY BILL PRINTING SERVICES**

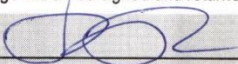
*This addendum is issued to make the following change(s)/correction(s)/clarification(s) to:*

*Question 1: We supply all materials as required in the ITB, including #10 envelopes with our postal permit number on them. Will the City allow us to use our postal permit? We are a full service postal provider and get the lowest postage rate and pass it through to the City.*

Answer 1: Yes.

**Acknowledgment of Addendum #3**

*Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidders further acknowledges that this page **MUST** be signed and returned with its Bid, along with any revised Bid Forms, if applicable.*

<i>Acknowledged by:</i>		<i>Company:</i>	InfoSend, Inc.
<i>Print Name:</i>	Duss Brent	<i>Date:</i>	2/22/2022

Vendor Compliance  
Check List



<b>Vendor: InfoSend Inc</b>  <b>FEIN: 33-0748516</b>	<b>Does Vendor appear on the following:</b>	
<a href="#">Florida Convicted Vendor List</a>	Yes <input type="checkbox"/>	No X
<a href="#">Florida Suspended Contractors</a>	Yes <input type="checkbox"/>	No X
<a href="#">Scrutinized Companies</a>	Yes <input type="checkbox"/>	No X
<a href="#">Broward County Debarred List</a>	Yes <input type="checkbox"/>	No X
<a href="#">State of Florida Corporations (Sun Biz)</a>	Yes X	No <input type="checkbox"/>
Verified by: B. Dodgen	Date: Friday, March 18, 2022	

# Vendor Compliance Check List

## Convicted Vendor List

The Department of Management Services maintains "a list of the names and addresses of those who have been disqualified from the public contracting and purchasing process" under [section 287.133, Florida Statutes](#).

*There are currently no vendors on this list.*

## Suspended Vendor List

The Department of Management Services maintains a list of vendors that have been removed from the Vendor List "for failing to fulfill any of its duties specified in a contract with the State," in accordance with [section 287.1351, Florida Statutes](#).

Vendor Name/Address	Agency of Origin	Effective Date	Notice of Default
Building Maintenance of America, LLC d/b/a Florida Building Maintenance 333 North Falkenburg Road #A117 Tampa, FL 33619	DMS	07/02/14	<a href="#">Notice of Default - Building Maintenance of America, LLC d/b/a Florida Building Maintenance</a> (📎 575.81 KB)
Club Tex, Inc. 2025 Broadway, Suite #15G New York, NY 10023	DOC	01/24/19	<a href="#">Notice of Default - Club Tex, Inc.</a> (📎 111.75 KB)
Correctional Consultants, LLC P.O. Box 515 Chattahoochee, FL 32324	DOC	12/10/19	<a href="#">Notice of Default - Correctional Consultants, LLC</a> (📎 85.95 KB)
iColor Printing and Mailing, Inc. 22873 Lockness Avenue Torrance, CA 90501	DEP	02/20/12	<a href="#">Notice of Default - iColor Printing and Mailing, Inc.</a> (📎 320.17 KB)
Visual Image Design Firm, LLC 6845 Narcoossee Road, Suite 59 Orlando, FL 32822	DOH	06/25/15	<a href="#">Notice of Default - Visual Image Design Firm, LLC</a> (📎 1.78 MB)

Updated 12/10/19



## Vendor Compliance Check List

Hindustan Petroleum Corporation Ltd	Sudan & Iran	India	June 13, 2018	Yes
Indian Oil Corp Ltd (IOCL)	Sudan & Iran	India	September 19, 2007	Yes
Jiangxi Hongdu Aviation	Sudan	China	September 19, 2007	Yes
KLCC Property Holdings Bhd	Sudan & Iran	Malaysia	April 14, 2009	Yes
Kunlun Energy Company Ltd.	Sudan & Iran	Hong Kong	September 19, 2007	Yes
Kunlun Financial Leasing Co Ltd	Sudan & Iran	China	March 7, 2018	Yes
Kuwait Finance House	Sudan	Kuwait	April 14, 2009	Yes
Lanka IOC Ltd	Sudan	India	September 19, 2007	Yes
Managem SA	Sudan	Morocco	November 9, 2010	Yes

**Table 9: Scrutinized Companies that Boycott Israel**

*New companies on the list are shaded and in bold.*

Scrutinized Company that Boycott Israel	Country of Incorporation	Date of Initial Scrutinized Classification
Betsah Invest SA	Luxembourg	August 2, 2016
Betsah SA	Luxembourg	August 2, 2016
Cactus SA	Luxembourg	August 2, 2016
Co-operative Group Limited	United Kingdom	September 26, 2017
Guloguz Dis Deposu Ticaret Ve Pazarlama Ltd	Turkey	August 2, 2016
<b>Unilever PLC (Ben &amp; Jerry's parent company)</b>	<b>United Kingdom</b>	<b>July 29, 2021</b>
<b>Hindustan Unilever Ltd</b>	<b>India</b>	<b>July 29, 2021</b>
<b>PT Unilever Indonesia Tbk</b>	<b>Indonesia</b>	<b>July 29, 2021</b>
<b>Unilever Bangladesh Ltd</b>	<b>Bangladesh</b>	<b>July 29, 2021</b>
<b>Unilever Capital Corp (Unilever PLC bond issuance)</b>	<b>United States</b>	<b>July 29, 2021</b>
<b>Unilever Caribbean Ltd</b>	<b>Trinidad and Tobago</b>	<b>July 29, 2021</b>
<b>Unilever Consumer Care Ltd</b>	<b>Bangladesh</b>	<b>July 29, 2021</b>

# Vendor Compliance Check List

## Broward County Debarred Supplier List as of January 25, 2021

Listed below are suppliers [vendors] debarred by the Director of Purchasing for Broward County Board of County Commissioners, in accordance with Broward County Procurement Code, Section 21.119 and 21.120. The notice of debarment date is listed next to each supplier. In accordance with Section 21.121, after the debarment period, a debarred person [supplier] may only be reinstated upon submission of an application to the Director of Purchasing. If approved by the Director of Purchasing, the supplier will be removed from the debarment list for Broward County.

[Federal Debarred Supplier List](#)

[State of Florida Debarred Supplier Lists](#)

[State of Florida List of Scrutinized Companies doing business with Iran and Sudan](#)

The links below provide information regarding the debarred Supplier (e.g. Principal Owners & Debarment letter); the Sunbiz.org page also allows access to the Suppliers' company reports (click on "View Image in PDF format). This information is only available for Suppliers debarred from 2011 to current.

Below is a listing of all Broward County Debarred Suppliers and their debarment notice date.

A & C Contractors, Inc.	02/24/92	Fieldcrest International	10/23/91	Reddick Property Svcs/Broward Cty	02/21/95
A.J. McMasters	07/03/91	Florida Fire Apparatus Corp.	04/07/87	Reeves Equipment & Supply	06/29/04
A-1 Pied Piper Pest Control	10/25/99	FVL Contracting Co.	07/01/89	Richard Jones & Associates	05/12/95
Ace Lock and Security Supply	05/23/05	Gator Express	10/01/94	Roman Waterproofing	09/30/97
Action Trophies & Awards	05/26/92	George W. Murray Contractors	12/08/99	<a href="#">Rust Wizard Inc.</a>	03/24/17
Agra-Cycle Corporation	11/06/01	Glo & Go Inc.	04/01/93	<a href="#">S.H. Marketing, Inc.</a>	08/17/20
<a href="#">All County Plumbing Contractors, Inc.</a>	07/08/20	Global Transmissions	09/10/92	S.T. Wicole Const. Corp.	05/06/91
<a href="#">All County Plumbing, Inc.</a>	08/17/20	Globe Electric Company, Inc.	12/10/03	Saber Sales, Inc.	11/08/88
<a href="#">Alpha Construction Svcs &amp; Consulting Svcs.</a>	08/11/20	Graphic Productions Co.	02/27/90	<a href="#">Saints-Enterprises II, LLC</a>	12/15/20
Ammunition Reloaders	05/22/92	HDC Advertising, Inc.	05/06/03	<a href="#">Samantha L. List, P.A.</a>	08/11/20
Ann Lipkowitz, Broker	08/21/92	Hegla Construction, Inc.	08/20/92	Screen Graphics	09/01/92
Atech Fire & Security, Inc.	10/10/03	Henze Services, Inc.	08/19/93	Semes Enterprises	01/03/92
Atlas Pen & Pencil Co.	12/26/90	H-Way Corporation	10/25/99	Shamus Corporation	06/29/04
Ben Kough & Associates	01/10/96	<a href="#">Infinite Distributors LLC</a>	09/30/20	Sheerson Construction, Inc.	05/17/00
Bob's Towing	06/09/04	<a href="#">Intercoastal Marketing, LLC</a>	12/15/20	<a href="#">Shiv Lingam Kirtan Mandali Inc.</a>	08/06/20
BRC Construction Company, Inc.	12/14/05	<a href="#">J.M. List Services, LLC</a>	08/11/20	<a href="#">SLL Consulting LLC</a>	08/11/20
<a href="#">Broward Plumbing Specialists, Inc.</a>	08/17/20	<a href="#">JIM List Services, LLC</a>	08/11/20	<a href="#">Southeast Underground Utilities Corp.</a>	12/12/17
Caribbean Air Surveys, Inc.	03/01/91	<a href="#">JM List, Incorporated</a>	08/11/20	Southgate Const. & Realty	11/07/90
Central Florida Nurseries	08/16/91	John Rogers Corporation Company, Inc.	11/13/90	Spectrum Signal Co., Inc.	03/04/91
Central Press	04/17/95	Joyce Office ProductsKDG	01/05/94	Spirit Services Company, Inc.	12/13/00
Chemtel Supplies, Inc.	11/21/05	Land & Sea Construction	03/18/96	St. Andrew Industries, Inc.	06/16/95
Progressive Transportation Services, Inc. (d/b/a Coach USA Transit Services)	01/15/92	<a href="#">Lawn Wizard USA, Inc.</a>	09/29/15	Statewide Transportation & Recovery Services	11/02/00
		<a href="#">Lawn Wizard USA, LLC</a>	03/24/17	Termark Security Systems	06/03/99
Coastal Carting Ltd.	03/16/96	Mancini Builders	01/04/94	The Parts Connection	06/30/92
<a href="#">Coastal Industries USA, LLC</a> (d/b/a Rust Wizard)	03/24/17	Marquee Enterprises, Inc.	06/08/07	<a href="#">Toilet Taxi Corp.</a>	07/07/15
Coastal Utilities, Inc.	03/05/99	Marsten/THG Modular Leasing	12/13/95	Total Connection	04/30/92
Compass Corp.	06/29/04	Major Computer, Inc.	10/28/91	Toussaint Landscaping	11/04/92
Control Press	06/29/04	Med Sure Associates	05/05/97	Transglobal Marketing	12/28/92
Cordes Door Co., Inc.	09/01/96	Moody Maintenance Products	04/06/06	<a href="#">Tropical Growers USA, Inc.</a>	03/24/17
Cox & Palmer Const. Corp.	03/14/89	Nighthawk International Corp.	10/25/96	Truck City Body Corp.	12/01/96
Custom Design To A Tee	05/15/96	<a href="#">OJS Systems, Inc.</a>	12/22/14	Urban Organization, Inc.	03/05/99
<a href="#">Degen's Lawn &amp; Garden Inc.</a>	11/04/11	Omega Group, Inc.	10/30/97	<a href="#">Vees Supply, LLC</a>	08/17/20
<a href="#">Digital Comm Inc.</a>	05/16/11	<a href="#">Precision Detailing dba J M List Services</a>	08/11/20	<a href="#">Venturi Supplies, Inc.</a>	08/17/20
Dixie Lock & Supply Inc.	02/17/92	Protective Service Int'l	03/01/91	<a href="#">VIMAC USA, Inc.</a>	05/31/17
<a href="#">Eastern Elevator Service, Inc.</a>	02/13/19	Public Safety Systems	03/04/91	<a href="#">Viravar, LLC</a>	08/17/20
Federal Fence Co., Inc.	11/12/90	Puskadi Ltd.	11/07/90	Weiser Security Services	12/09/93
		Quality Loan Service	03/07/91	Wildcat Wrecking Corp.	09/10/92

<a href="#">Rahming Funeral Home</a>	09/01/92	Woodcraft Custom Homes	06/06/88
<a href="#">RC Aluminum Industries Inc.</a>	06/20/14	<a href="#">Z &amp; Z, Inc.</a>	08/11/20

Vendor Compliance  
Check List

**2021 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# F14000003553

Entity Name: INFOSEND, INC.

**Current Principal Place of Business:**

4240 E LA PALMA AVE  
ANAHEIM, CA 92807

**Current Mailing Address:**

4240 E LA PALMA AVE  
ANAHEIM, CA 92807

FEI Number: 33-0748516

Certificate of Status Desired: Yes

**Name and Address of Current Registered Agent:**

CT CORPORATION SYSTEM  
1200 S PINE ISLAND RD  
PLANTATION, FL 33324 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Officer/Director Detail :**

Title CEO  
Name REZAI, MAHMOOD  
Address 4240 E LA PALMA AVE  
City-State-Zip: ANAHEIM CA 92807

Title PRESIDENT  
Name REZAI, RUSS  
Address 4240 E LA PALMA AVE  
City-State-Zip: ANAHEIM CA 92807

Title EXECUTIVE VICE PRESIDENT  
Name WEIL, ROXANA ESQ.  
Address 4240 E LA PALMA AVE  
City-State-Zip: ANAHEIM CA 92807

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: RUSS REZAI

PRESIDENT

03/22/2021

\_\_\_\_\_  
Electronic Signature of Signing Officer/Director Detail

\_\_\_\_\_  
Date